



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Tuesday, April 1, 2008
4:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – March 5, 2008
February 19, 2008 Stand-Up
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Sandy Parker, McLean County Circuit Clerk
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, Circuit Clerk Document Storage Fund 0142 (to Purchase a Storage Area Network [SAN] Device), Circuit Clerk's Office 1-7
 - 2) Items to be Presented for Information:
 - a) Statistical Reports, February 2008 8-16
 - b) General Report
 - c) Other
 - B. Will Scanlon, Court Administrator, Circuit Court
 - 1) Items to be Presented for Information:
 - a) Letter from Judge Robb, Children's Waiting Room 17
 - b) General Report
 - c) Other

- C. Cindy Brand, Jury Commission
- 1) Items to be Presented for Information:
 - a) Quarterly Report 18-21
 - b) General Report
 - c) Other
- D. Mike Emery, McLean County Sheriff
- 1) Items to be Presented for Action:
 - a) Request Approval of a Maintenance Agreement with Identix 22-28
 - b) Request Approval a Multi-Jurisdictional Narcotics Unit Supplemental Equipment Grant from the Illinois Criminal Justice Information Authority for \$30,195.00 29-62
 - 2) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, March 2008 63-65
 - b) McLean County Sheriff's Office 2007 Annual Report 66-84
 - c) General Report
 - d) Other
- E. Beth C. Kimmerling, McLean County Coroner
- 1) Items to be Presented for Information:
 - a) Monthly Report, February 2008 85
 - b) General Report
 - c) Other
- F. Roxanne Castleman, Director, Court Services
- 1) Items to be Presented for Action:
 - a) Request Approval for an Addendum to the Justice Benefits Contract to seek Title IV-E Administrative Claims funds for McLean County Court Services, Juvenile Division 86-87
 - 2) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, February 2008 88-89
 - b) Juvenile Detention Center – McLean County Statistics, 2008 90-91
 - c) Juvenile Detention Center – Out of County Statistics, 2008 92-93
 - d) General Report
 - e) Other

- G. Amy Davis, Public Defender
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report, February 2008 94-96
 - b) General Report
 - c) Other

- H. Bill Yoder, McLean County State's Attorney
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report 97
 - b) Asset Forfeiture Fund Report 98
 - c) General Report
 - d) Other

- I. Judy Renner, Director, Children's Advocacy Center
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Ordinance by the McLean County Board setting a \$10.00 Fee to be charged by the McLean County Circuit Clerk for the Children's Advocacy Center 99-115
 - 2) Items to be Presented for Information:
 - a) Monthly Statistical Report 116
 - b) CASA Report 117
 - c) General Report
 - d) Other

- 5. Other Business and Communication
- 6. Recommend payment of Bills and Transfers, if any, to the County Board
- 7. Adjournment

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
Circuit Clerk Court Document Storage Fund 0142, Circuit Clerk's Office 0015**

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Clerk's Court Document Storage Fund 0142, Circuit Clerk's Office, Department 0015; and,

WHEREAS, the Circuit Clerk's Office and Information Technologies have recently completed review of a pilot test of receiving scanned images from the microfilm provider and storing these images within the E*Justice case management application; and,

WHEREAS, the value to the Circuit Clerk's Office is two-fold, first, the scanned images are sharper and cleaner than the microfilm and second, the scanned images can be viewed by staff at their desk; and,

WHEREAS, adding the scanned images to the E*Justice case management application will require additional network storage capacity; and,

WHEREAS, Information Technologies has recommended that the Circuit Clerk's Office purchase a Storage Area Network (the "SAN") device with a 10 tera-byte capacity to store the scanned images; and,

WHEREAS, under GSA Contract GS-35F-4342D, Information Technologies can purchase a 10 tera-byte SAN for the Circuit Clerk's Office at a cost of \$42,000.00 including three years of maintenance; and,

WHEREAS, the Justice Committee, at its regular meeting on April 1, 2008, recommended to the County Board approval of an Emergency Appropriation Ordinance from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 for the purchase of a 10 tera-byte SAN for the Circuit Clerk's Office; and,

WHEREAS, the Executive Committee, at its regular meeting on April 15, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 for the purchase of a 10 tera-byte SAN for the Circuit Clerk's Office; now, therefore,

(2)

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to make an Emergency Appropriation from the unappropriated fund balance of the Circuit Clerk's Court Document Storage Fund 0142 in the amount of \$42,000.00 and amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance as follows:

<u>Line Item Account</u>	<u>2008 Adopted</u>	<u>Increase</u>	<u>2008 Amended</u>
0142-0015-0011-0400.0000			
Unappropriated Fund Balance	\$ 62,478.00	\$ 42,000.00	\$ 104,478.00

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the Circuit Clerk's Court Document Storage Fund 0142:

<u>Line-Item Account</u>	<u>2008 Adopted</u>	<u>Increase</u>	<u>2008 Amended</u>
0142-0015-0011-0833.0002			
Purchase of Computer Equipment	\$ 0.00	\$ 42,000.00	\$42,000.00

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the Circuit Clerk, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board this 15th day of April, 2008.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

LAW & JUSTICE CENTER
104 West Front Street Room 404
P.O. Box 2420
Bloomington, IL 61702-2420



SANDRA K. PARKER
CLERK OF THE CIRCUIT COURT
COUNTY OF McLEAN
(309) 888-5301

DIVISION OFFICES	
Criminal:	Room 303 888-5320
Divorce/Family:	Room 404 888-5305
Civil:	Room 404 888-5340
Small Claims:	Room 404 888-5330
Traffic:	Room 303 888-5310

Memorandum

To: Honorable Members of the Mclean County Justice Committee

From: Sandra Parker, Circuit Clerk

Date: March 18, 2008

Re: Fund Transfer - Document Storage Fund

The Circuit Clerk's office requests Committee approval of a \$42,000.00 budget amendment from the unappropriated fund balance of the Court Document Storage Fund 0142 for the purchase of computer equipment. If approved, this money will be used to purchase a storage area network (SAN) with a 10 Tera-Byte (TB) capacity. Mr. Craig Nelson advised me on Wednesday, March 12th of this significant savings opportunity, available for a short time on this item. For point of reference, Information Technologies earlier spent \$60,000 to purchase a 7 Tera-Byte SAN. It seems prudent to proceed with this purchase and take advantage of the \$16,000.00 savings.

The Circuit Clerk and County Information Technologies have recently completed review of a pilot test of receiving scanned images from our Microfilm provider (HOV) and storing them within the E*Justice Case management application. The images are being created first, then taken to microfilm (microfilm remains the state standard). Once the images/film is verified, the original file is destroyed. The value to the Circuit Clerk's Office is two-fold. The images are sharper and cleaner than the old film method, and staff no longer needs to use the rolls of film and operate the reader printer. They can view the images at their desk and select the images to print. The images are accessible from an icon within the case. The need for a SAN to complete this project is not in question. This project will only grow in scope over time.

The Circuit Clerk would be open to using this SAN along with the SAN to be purchased by the Recorder of Deeds to serve as a back-up for each other's data in the event of a

Honorable Members of the McLean County Justice Committee
March 19, 2008
Page Two

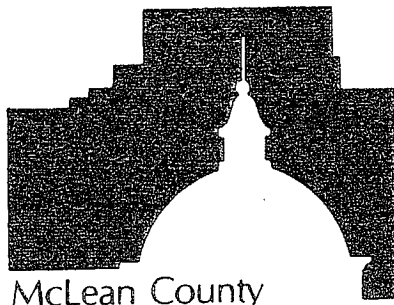
disaster. Mr. Newcom has already committed to acquiring a 10 Tera-Byte SAN with funds budgeted in the 2008 Recorder's Document Storage Fund 0137. By dividing our tera-byte ownership across the two machines, stored in separate buildings and replicating with one another, we could safeguard our data --giving each us better disaster recovery should one building be affected. It also sets a good example of a cooperative endeavor among the various departments within County government. I am confident that Mr. Nelson has the knowledge and skills to estimate our needs and make this work.

I apologize for not being available for this meeting. My father has an ongoing condition that is being treated at the Mayo Clinic. His appointment and our travel arrangements were scheduled long before Mr. Nelson contacted me with this savings opportunity.

I would be happy to speak with you prior to March 31st if you have any concerns that I might address.

Thank you for your kind consideration.

SKP/hmg



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202

P.O. Box 2400

Bloomington, Illinois 61702-2400

Memo

To: McLean County Justice Committee and McLean County Board

From: Craig Nelson, Director of Information Technologies

Date: March 17, 2008

Re: Storage Area Network Proposal

I am writing in support of the Circuit Clerk's proposal to purchase a Storage Area Network (SAN) device.

The SAN is an Equallogic PS400E which provides 10.5 TB (Terabytes) of storage by using up to 14 disk drives of 750 GB (Gigabytes) each. The SAN has built-in redundancy with 2 disks controllers and 3 network interfaces. Equallogic is an industry-standard brand and was acquired by Dell computers in November of 2007.

The SAN is listed on GSA Contract GS-35F-4342D at \$62,700. The contract holder is willing to provide an instant rebate of \$27,745 in order to clear inventory for newer offerings. Combined with 3 years of support, the final figure is \$41,700, an outstanding savings.

Recently the offices of the Circuit Clerk and the office of the Recorder have each undertaken large-scale imaging projects that require significant storage.

This purchase, combined with an identical purchase by the McLean County Recorder, will allow Information Technologies to place one device in the Law and Justice Center and another in the Government Center. By allocating 1/2 of each device to the other's department, the data can be in a constant state of mirroring. This alleviates the need for a tape backup of the images.

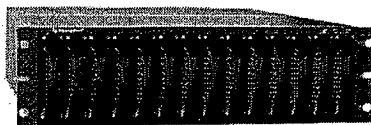
In the event that one of the devices would become unavailable, the other device can be brought online in a matter of minutes, restoring the availability of the images.

This is clearly a strong opportunity to improve the storage capacity for both the offices of the Circuit Clerk and the office of the Recorder at a substantial savings.

Both offices have indicated their willingness to allocate their equipment as described above. This will significantly decrease their level of risk in the event of a business continuity situation.

I will be happy to answer any questions the committee may have.

Thank you



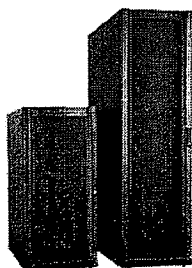
PS400E STORAGE ARRAY

With 10.5 TB of capacity within a 3U enclosure, the PS400E is an enterprise SAN delivering best-in-class performance while providing both primary and secondary storage for database, e-mail, print, file, and web service applications.

DATA SERVICES INCLUDE:

- Auto-Replication
- Automatic Load Balancing
- Auto-Snapshot Manager¹
- Auto-Stat Disk Monitoring System
- Volume Consistency Sets
- Multi-Path I/O²
- PS Group Manager
- Pooled and Tiered Storage
- RAID Load Balancing
- Snapshot and Auto-Replication Scheduler
- E-mail Home
- Storage Virtualization
- Volume Cloning
- Volume Management
- Volume Snapshot

PS STORAGE STACK



PS Series storage arrays are stackable as multi-array system configurations for customized performance and capacity

TECHNICAL HIGHLIGHTS

Volumes	Up to 1,024
Snapshots	512 per volume / up to 10,000 total
Hosts accessing group	Up to 512
Host interface	Any standards-compliant iSCSI initiator
Controllers	2
Disk capacity	750 GB*; 7,200 RPM SATA II
System capacity	10.5 TB**
Number of drives	14
I/Os per second	60,000
Memory (battery-backed)	2 GB
Gb network interfaces	3
Copper (standard)	
Optical (SFP purchased separately)	
Sustained system bandwidth	300 MBps
Operating systems supported	Windows® 2000, Windows Server 2003, Windows XP, NetWare®, Linux, Solaris™, AIX®, HP-UX, Mac OS® X, VMware® ESX
Expansion option	Can be combined with other PS systems in a PS Storage Stack

RAID SUPPORT

Automatic RAID 5, RAID 10 and RAID 50 configuration

RELIABILITY

Redundant, hot-swappable controllers, power supplies/cooling fans, and disks
 Mirrored write-back cache with 72-hour battery backup
 Individual disk drive slot power control

ENCLOSURE MONITORING SYSTEM

Automatic spare configuration and utilization
 SMART
 Automatic bad block replacement
 Auto-Stat Disk Monitoring System (ADMS) to monitor health of data on disk drives

MANAGEMENT INTERFACES

SNMP, telnet, SSH, HTTP, Web (SSL), host scripting
 Serial console
 Multi-administrator support

SECURITY

CHAP authentication
 Access control for iSCSI and management interfaces

NOTIFICATION METHODS

SNMP traps, e-mail, syslog

POWER

Input voltage/power	100-240 VAC (auto-sensing) / 450 VA
Input current	4.0 A (maximum) @ 115 V
Input frequency	50-60 Hz
Power supplies	Dual 400 W
Power consumption	450 W


ENVIRONMENTAL

Temperature range	5 to 40 °C / 41 to 104 °F
Storage temperature	-30 to 60 °C / -22 to 140 °F
Altitude	-70 to 3,048 m operational / -305 to 12,192 m non-operational
Relative humidity	20 to 80% non-condensing operational / 5 to 95% non-condensing non-operational
Thermal output	1,500 BTU per hour, 450 W (maximum configuration)
Shock	30 G for 2 ms operational / 30 g for 10 ms 1/2 sin non-operational
Vibration	.1 G @ 10 to 100 Hz operational / Random 1.04 grms 2-200 Hz non-operational
Acoustics	Sound Power Operating: <5.8 db LpA @ 20 °C

PHYSICAL

Height	13.33 cm / 5.25 in / 3 EIA units
Width	44.77 cm / 17.625 in / 1EC Rack Compliant
Depth	63.5 cm / 25 in
Weight	36.74 kg / 81 lb (maximum configuration)

AGENCY APPROVALS

Safety standards	UL 60950, CSA 60950, S Mark EN 60950 (Europe), CB Scheme
Electromagnetic Compatibility (EMC)	EN 55022 Class A, CE Mark, EN 55024 Immunity, ITE, FCC Class A, VCCI Class A (Japan) AN/NZS 3548 Class A (Australia/New Zealand)
C-Tick Compliance	 N 4292

LIMITED WARRANTY

2 years telephone support: business hours 5x9

1 year software maintenance and updates

2 years hardware (return to factory, first 90 days advance replacement, 1 year battery, 3 years on disks)

SUPPORT PROGRAMS

Complete Care	24-hour priority online/telephone access, software maintenance and updates, next business day advance hardware replacement
Complete Care Plus	24-hour priority online/telephone access, software maintenance and updates, four hour onsite advance hardware replacement

*1 GB = 1,000,000,000 bytes, useable space may be less

†Qualified for Microsoft Windows Server 2003

**1 TB = 1,000,000,000,000 bytes, useable space may be less

‡Qualified for Microsoft Windows Server 2000 and 2003, Linux and Sun Solaris Operating Systems

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REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF FEBRUARY 2008
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
Adoption	32	AD	3	0	7	28	27
Arbitration	265	AR	34	10	65	244	263
Chancery	325	CH	52	0	35	342	286
Dissolution of Marriage	445	D	58	0	42	461	441
Eminent Domain	0	ED	0	0	0	0	1
Family	312	F	26	5	43	300	281
Law => \$50,000 - Jury	310	L	8	0	11	307	304
Law = > \$50,000 - Non-Jury	206	L	16	0	6	216	186
Law = < \$50,000 - Jury	2	LM	0	1	1	2	1
Law = < \$50,000 - Non-Jury	215	LM	70	2	99	188	168
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	7	MH	8	0	11	4	10
Miscellaneous Remedy	135	MR	21	0	18	138	149
Order of Protection	33	OP	26	0	22	37	17
Probate	1,137	P	20	0	23	1,134	1,088
Small Claim	835	SC	140	33	240	768	805
Tax	8	TX	0	0	0	8	7
TOTAL CIVIL	4,267		482	51	623	4,177	4,034

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE MONTH OF FEBRUARY 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONTEMPT OF COURT	5	C.C.	1	1	0	2	4	0
CRIMINAL FELONY	855	CF	123	123	2	106	874	865
CRIMINAL MISDEMEANOR	966	CM	198	198	2	269	897	1,116
TOTAL CRIMINAL	1,826		322	322	4	377	1,775	1,981

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF FEBRUARY 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
JUVENILE	8	J	0	0	0	0	8	7
JUVENILE ABUSE & NEGLECT	439	JA	12	12	0	13	438	405
JUVENILE DELINQUENT	167	JD	8	8	2	5	172	98
TOTAL JUVENILE	614		20	20	2	18	618	510

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF FEBRUARY 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONSERVATION VIOLATION	24	CV	1	0	9	16	15
DRIVING UNDER THE INFLUENCE	507	DT	64	0	87	484	540
ORDINANCE VIOLATION	940	OV	144	0	193	891	1,149
TRAFFIC VIOLATION	18,727	TR	3,294	52	3,851	18,222	19,457
TOTALS:	20,198		3,503	52	4,140	19,613	21,161

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF FEBRUARY 2008
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

[illegible]

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE MONTH OF FEBRUARY 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	NOT CONVICTED			CONVICTED			TOTAL DEFENDANTS DISPOSED OF
			DISMISSED	OTHER (2)****	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL
7	0	4	1	0	BENCH TRIAL	JURY TRIAL	89	0	3
									106

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

****TRANSFERS TO WARRANT CALENDAR

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF DECEMBER 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

MONTH	NOT CONVICTED								CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL		
						BENCH TRIAL	JURY TRIAL					
JAN	15	0	6	0	6	1	1	90	2	2	123	
FEB	7	0	4	1	0	1	1	89	0	3	106	
MAR	0	0	0	0	0	0	0	0	0	0	0	
APR	0	0	0	0	0	0	0	0	0	0	0	
MAY	0	0	0	0	0	0	0	0	0	0	0	
JUNE	0	0	0	0	0	0	0	0	0	0	0	
JULY	0	0	0	0	0	0	0	0	0	0	0	
AUG	0	0	0	0	0	0	0	0	0	0	0	
SEPT	0	0	0	0	0	0	0	0	0	0	0	
OCT	0	0	0	0	0	0	0	0	0	0	0	
NOV	0	0	0	0	0	0	0	0	0	0	0	
DEC	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	22	0	10	1	6	2	2	179	2	5	229	

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

REPORT G
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
 DURING THE MONTH OF FEBRUARY 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL,
 AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY
 SENTENCES ON THE FELONY SENTENCE TABLE BELOW

TOTAL NUMBER OF CONVICTED FELONIES: 92

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	2	10	3	16	33
4. PROBATION	0	0	4	3	13	31	51
5. OTHER	0	0	0	0	4	4	8
TOTALS:	0	2	6	13	20	51	92

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF FEBRUARY 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	0	1
FAMILY (OP)	21	0	12
CRIMINAL	5	0	3
TOTAL:	27	0	16

McLEAN COUNTY CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT

Chief Judge Elizabeth A. Robb
Law & Justice Center RM 511
104 W. Front Street
Bloomington, IL 61701
(309) 888-5254
(309) 888-5602 FAX



COUNTIES
Ford
Livingston
Logan
McLean
Woodford

March 3, 2008

Mr. Matt Sorenson^e, Chairman
McLean County Board
McLean County Government Center
115 West Washington St.
Bloomington, IL 61701

RE: Children's Waiting Room

Dear Chairman Sorenson:

On behalf of the Judges of McLean County, we would like to express our gratitude to the members of the McLean County Board for their support of the construction of the Children's Waiting Room. The creation of the Children's Waiting Room has been long anticipated.

The waiting room space is attractive and we are confident that parents who have to conduct court business at the Law and Justice Center will be pleased to be able to leave their children in a safe and secure environment while they attend to their legal business. We commend the members of the County Board and Mr. Zeunik for your leadership in creating this wonderful room. I am confident it will be well utilized.

Thank you again.

Sincerely,

Elizabeth A. Robb
Chief Judge

km

DATE: March 25, 2008

TO: Honorable Members of the Justice Committee,
McLean County Board

FROM: Cindy L. Brand
Jury Coordinator

RE: Statistics and Progress – Quarterly Report

I am submitting for your information the quarterly statistics of our activity.

As shown in the Comparative Jury Trial Statistics the number of jury trials held during the first 3 months of 2008 was 31 compared with 35 in 2007 and 27 in 2006. This slight decrease in trials can be attributed to the rotation of judges into the civil division. We have had only 1 civil trial this year because it takes longer to become familiar with the many issues in civil cases. We are now seeing an active civil jury calendar for April.

During non-jury weeks we continue to make the jury assembly room available to other departments for large meetings.

Comparative Jury Trial Statistics
Number of Trials Conducted

Month:	2008	2007	2006	2005	2004	2003	2002
Jan:	11	13	11	7	12	13	10
Feb:	7	8	11	8	8	9	9
Mar:	13 31	14 25	5 27	7	7	8	8
Apr:		15	8	8	6	3	10
May:		9	10	7	14	11	9
June:		10	12	10	12	0	8
July:		10	14	7	12	5	10
Aug:		11	13	4	12	6	12
Sept:		17	16	12	9	7	11
Oct:		7	5	5	11	7	13
Nov:		7	12	7	5	8	10
Dec:		7	10	9	6	14	10
Totals:		128	127	91	114	91	120

JUROR UTILIZATION REPORT

YEAR ENDING 2008

	Jan	Feb	Mar	Apr	May	June
Sets called in:	15	10	15			
Sets sent home:	4	3	2			
Sets to trials:	11	7	13			
% Sent home	27%	30%	13%			

	July	Aug	Sept	Oct	Nov	Dec
Sets called in:						
Sets sent home:						
Sets to trials:						
% Sent home						

Quarterly Recap

Sets called in:	40
Sets sent home	9
Sets to trial	31
Total % Sent Home	23%

JURY STATISTICS FOR MARCH 2008

JUDGES ON SCHEDULE:

COSTIGAN
DRAZEWSKI
FITZGERALD
FOLEY
FREITAG
LAWRENCE
PRALL
REYNARD

TOTAL CASES: 13

CF 6
CM 2
DT 3
TR 1
CH 1

JURIES CALLED IN: 15

SENT HOME: 2(13%)

TRIALS WENT: 13

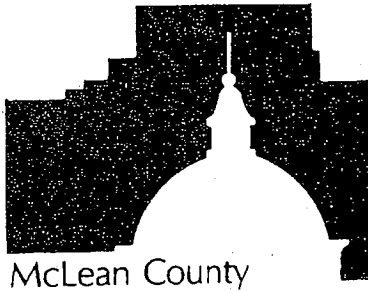
ANALYSIS

JUDGE	CASE	RESULT
COSTIGAN	07DT283	GUILTY
	07DT421	GUILTY
	07CM2079	GUILTY
DRAZEWSKI	06CH236	FOR DEFENDANT
FITZGERALD	0707CF862	GUILTY CT.1; N.GUILTY CT. 2
FOLEY	07TR19195	NOT GUILTY
FREITAG	07CF376	NOT GUILTY
	07CF797	GUILTY
LAWRENCE	07CM2348	GUILTY
	07DT178	GUILTY
REYNARD	07CF1219	GUILTY
	07CF721	NOT GUILTY
	07CF375	GUILTY

TOTAL CASES YTD: 31(2008)

35(2007)

27 (2006)



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

March 25, 2008

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff Mike Emery
SUBJ: April 1, 2008 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following items be placed on the April 1, 2008 Justice Committee Agenda.

Action

1) Maintenance Agreement with Identix (Please see enclosed)

This agreement provides the fingerprint machine and printer that enables us to transmit fingerprints to the state for classification and identification. This year, Identix can access our machine remotely, which is why this year's agreement is less than last year's. This agreement needs signatures on page two of each agreement addendum.

2) Task Force 6 Grant (Please see enclosed)

Information

- 1) McLean County Detention Facility Population Report:** (Please see attached).
- 2) Annual Report 2007:** (Please see attached).

If you have any questions prior to the meeting, please feel free to contact me.

Sincerely,

Mike Emery
Sheriff



Identix, Incorporated
6600 Rowland Road
Minnetonka, MN 55343
Tel: (952) 932-0888
TIN #: 94-2842496

MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DB-21004	07-06-2007	01-02-2008	None	4905-00228

Billing Address

McLean County Sheriffs Department
104 W Front Street; Room 105
Bloomington, IL 61701
USA
Greg Allen
(309) 888-4628
(309) 888-5072

Equipment Location

McLean County Sheriffs Department
104 W Front Street; Room 105
Bloomington, IL 61701
USA
Greg Allen
(309) 888-4628
(309) 888-5072

**Please refer to System ID
number when placing a service
call.**

Your System ID# is: **4905-00228**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3500XC-ED	TouchPrint™ 3500 enhanced definition Live	1	1,489.00	2,176.00	2,635.00	0.00
TP-3XXX-PM	Preventive Maintenance for TP-3XXX systems.	1	0.00	0.00	0.00	131.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	172.00	342.00	458.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-COMX-NFSCLNT	MS Windows XP NFS Client Touch Print version	1	0.00	0.00	0.00	0.00
TP-COMX-NFSINT	Touch Print version 6 and later Network File	1	0.00	0.00	0.00	0.00
TP-CSTX-IL101	Illinois State Police Live Scan Customization	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Lan	1	0.00	0.00	0.00	0.00
TP-SWOX-DIXFER	Demographic Interface Transfer License Fee; XP	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
Total (Except for Preventive)			\$1,661.00	\$3,626.00	\$4,201.00	\$241.00

☒ **NOTE:** TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum. Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number

Secure ID, VPN, Other: Contact Name JEFF THOMPSON Telephone Number (309) 888-5046

PERIOD OF COVERAGE:

*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

**Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

***Parts plus on site support 24 hours a day, 7 days a week.

****Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday – Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



Identix, Incorporated
5800 Rowland Road
Minnetonka, MN 55343
Tel: (952) 832-0888
TIN #: B4-2842486

MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DB-21004	07-06-2007	01-02-2008	None	4905-00228

Billing Address

McLean County Sheriffs Department
104 W Front Street; Room 105
Bloomington, IL 61701
USA
Greg Allem
(309) 888-4628
(309) 888-5072

Equipment Location

McLean County Sheriffs Department
104 W Front Street; Room 105
Bloomington, IL 61701
USA
Greg Allem
(309) 888-4628
(309) 888-5072

Please refer to System ID
number when placing a service
call.

EFFECTIVE START DATE: 02/01/2008 END DATE: 01/31/2009

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- ☐ Helpdesk price = \$1,661.00 per term of contract - prepayment.
☐ 9/5 price = \$3,626.00 per term of contract - prepayment.
☒ 24/7 price = ~~\$4,200.00~~ per term of contract - prepayment. \$3093.00
☐ Preventative Maintenance Visits at \$241.00 per time x _____ times per term of contract = \$ _____.

TOTAL Cost \$ 3093.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing: ☐ Annual Invoice or ☐ Quarterly Invoice or ☐ Monthly Invoice

BY: Debbie Blanchard
NAME: Debbie Blanchard
TITLE: Contracts Administrator
DATE: July 06, 2007

P.O. #: _____
BY: _____
NAME: _____
TITLE: _____
DATE: _____

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

MCLEAN COUNTY SHERIFF:

Mike Emery
MIKE EMERY
SHERIFF

DATE: 03/25/08

COUNTY OF MCLEAN:

MATT SORENSEN, CHAIRMAN OF
THE MCLEAN COUNTY BOARD

DATE: _____

PEGGY ANN MILTON, CLERK OF
THE MCLEAN COUNTY BOARD

DATE: _____

IDENTIX INCORPORATED
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with
U.S. End User Customers
covering
Identix® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services.
Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Identix' 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Sheriff's Department #404620		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority	Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: 16.579 <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 4/1/2008 End: 6/30/2008	
Grant Title: Multi-Jurisdictional Narcotics Unit Supplemental Equipment Grant			
Grant Amount: \$30,195.00		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$10,065.00 Overmatch: \$		Expected Initial Receipt Date:	
Grant Total Amount: \$40,260.00		Source of Matching Funds (if applicable): Task Force 6	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td>\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$40,260.00</td> </tr> <tr> <td>Other</td> <td>\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$40,260.00</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$40,260.00	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$40,260.00	Description of equipment to be purchased: 1 Sport Utility Vehicle, 1 Pickup Truck 1 Secure Vehicle Lockbox 8 Tactical Vest Carriers Description of subcontracting costs: Other requirements or obligations:	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
Fringe Benefit Cost	\$																										
Total Personnel Cost	\$																										
Additional Expenses																											
Subcontractors	\$																										
Equipment	\$40,260.00																										
Other	\$																										
Total Additional Expenses	\$																										
GRANT TOTAL	\$40,260.00																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

Mike Emery, Sheriff
Department Head Signature

March 25, 2008
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL

Chairman

Date

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 W. Adams, Suite 300, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean on Behalf of Task Force 6

Implementing Agency's FEIN #: 37-6001569 Agreement #: 404620

Program Agency: Task Force 6

Program Title: Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Diane McCoy

Title: Executive Assistant

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309/452-9961 Fax: 309/452-9981

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Benjamin Halloran

Title: Commander

Agency: Task Force 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Phone: 309/452-9961 Fax: 309/452-9981

3. Will a separate fiscal account/fund be maintained for the program?

☒ Yes, this account will maintain: (Choose one)

☐ Federal funds only

☒ Both federal and local matching funds

☐ No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer, County of McLean

115 E. Washington, P.O. Box 2400

Bloomington, IL 61702-2400

ATTN: Jennifer Miller

5. What organization is listed as holder of the bank account into which program funds will be deposited?

County of McLean

Effective 05/03

INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #300, Chicago, Illinois 60606.

PROGRAM TITLE: Expanding Multi-Jurisdictional Narcotics Unit Supplemental Equipment

AGREEMENT NUMBER: 404620

PREVIOUS AGREEMENT NUMBER(S): N/A

ESTIMATED START DATE: April 1, 2008

SOURCES OF PROGRAM FUNDING:

Anti-Drug Abuse Act (FHY 02) Funds:	\$ 30,195.00
Matching Funds:	\$ 10,065.00
Total:	\$ 40,260.00

IMPLEMENTING AGENCY: County of McLean

ADDRESS: Government Center
115 E. Washington, Suite 401
Bloomington, IL 61701

IRS TAX IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Matt Sorensen
TITLE: Chairman, McLean County Board
TELEPHONE: (309) 888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: Treasurer, County of McLean
TELEPHONE: (309) 888-5180

PROGRAM AGENCY: Task force 6

ADDRESS: P.O. Box 1511
Bloomington, IL 61702-1511

PROGRAM DIRECTOR: M/Sgt. Ben Halloran
TITLE: Task Force Six Commander
TELEPHONE: (309) 452-9961
EMAIL: hallorb@isp.state.il.us

FISCAL CONTACT PERSON: Jennifer Miller
AGENCY: County of McLean
TITLE: Bookkeeper
TELEPHONE: (309) 888-5033
FAX: (309) 888-5072
EMAIL: Jennifer.miller@mcleancountyil.gov

PROGRAM CONTACT PERSON: Michael J. Reidy
TITLE: Chief of Police, City of Clinton, Illinois
TELEPHONE: (217) 935-9441
FAX: (217) 935-4219
EMAIL: mreidy@clintonillinois.com

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on Behalf of Task Force 6, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington, Suite 401, Bloomington, Illinois 61701, for implementation of the Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Anti-Drug Abuse Act of 1988 and enters into interagency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Anti-Drug Abuse Act of 1988, the Authority named the following program areas as the focus of the Illinois Statewide Drug and Violent Crime Control Strategy for federal fiscal year 2004:

1. Support prevention programs that help youth recognize risks associated with violent crime and drug use and target youth to reduce their use of violence, illicit drugs, alcohol, and tobacco products.
2. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principals of balanced and restorative justice.
3. Support programs that enhance treatment effectiveness, quality, and services so that those who need treatment can receive it.
4. Support research that identifies what works in drug treatment and the prevention of drug use, violent crime, and their consequences.
5. Support programs that promote the efficiency and effectiveness of the criminal justice system.
6. Support efforts to implement an integrated justice system in Illinois that includes all components of the criminal justice system and every jurisdiction within the state.
7. Support efforts with law enforcement, prosecution, and probation to combat, disrupt, and test drug users.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Equipment grant": Funds providing for acquisition of tangible items which shall include a description of the

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit*

unit of local government's need for the equipment for purposes of reducing crime, improving officer and public safety, and improving operational effectiveness and an approved budget, attached as Exhibit A.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from April 1, 2008 through June 30, 2008.

All items described in Exhibit A purchased with federal or matching funds must be ordered or purchased on or before June 30, 2008.

All items described in Exhibit A purchased with federal or matching funds must be received by implementing agency, and federal and matching funds must be liquidated (expended), on or before July 30, 2008. In the event the items are not received on or before July 30, 2008, the Implementing Agency must immediately submit a written statement to the Authority, explaining why the items have not yet been received.

Costs incurred before the execution date of this agreement may be charged and paid for with funds provided pursuant to this agreement, if included in Exhibit A, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced by the expiration date of this agreement (the equipment has not been ordered or purchased) the Implementing Agency must submit written notice to the Authority of the failure to commence performance of this agreement. The Authority shall require a refund of federal funds awarded if the Implementing Agency has not ordered or purchased the equipment on or before June 30, 2008. The Authority may also require a refund of federal funds, if the Implementing Agency has not adhered to the terms of Section 2, above; or if the equipment has not been received, in accordance with the terms and conditions of this agreement.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the equipment grant described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, payment will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the equipment grant being funded, the Implementing Agency may request that an advance payment be made and may be required to include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$30,195.00 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

SECTION 5. MATCH

Federal funds from the Anti-Drug Abuse Act of 1988 may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

SECTION 6. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 7. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to law enforcement. The Implementing Agency certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 9. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program

described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency agrees to comply with the Office of Justice Program guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

In addition to the above requirements, within 30 days after the expiration date of this agreement or any approved extension thereof, the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final data report; (c) property inventory report; and (d) other documents required by the Authority. The Executive Director of the Authority will determine the content and form of these final documents. These final documents may be submitted by the Implementing Agency to the Authority prior to the above time schedule, if all federal and matching funds have been expended and the equipment described in Exhibit A is operational.

SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 13. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted

Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 14. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency through this agreement shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds so long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. The Implementing Agency certifies that it SHALL REQUEST AND RECEIVE PRIOR WRITTEN APPROVAL from the Authority before:

- using the commodities or equipment received under this agreement for any program or purpose other than described in Exhibit A.
- disposing of, trading in, replacing, selling or transferring any of the commodities or equipment received under this agreement.

The Implementing Agency must adhere to these prior approval requirements, even after the end of the grant period of performance.

The Authority may deny the Implementing Agency's acquisition of equipment and commodities, require a refund of the federal funds awarded, or require that the Implementing Agency relinquish equipment and commodities acquired through this agreement to the Authority, if the Implementing Agency fails to adhere to the terms and conditions of this agreement or employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired under this agreement. Any loss, damage or theft of equipment and commodities shall be investigated, fully documented, and immediately reported to the Authority.

Records for equipment and commodities acquired under this agreement shall be retained for at least three years after the final disposition, transfer, or replacement of the property, whichever is latest. If any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of this three-year period, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 16. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 17. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and

conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 18. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 19. EQUIPMENT REQUIREMENTS

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 20. CONFLICT OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.

- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 21 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SECTION 23. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

SECTION 24. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);

- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 25. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this

program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;

- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 31. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 32. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 33. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the

program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 34. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 35. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 36. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit*

"This project was supported by Grant # 2004-DB-BX-0043, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 37. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean

Taxpayer Identification Number: 37-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/> Other: _____

SECTION 38. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.579 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (2004-DB-BX-0043)
- Grant Award Year: Federal Fiscal Year 2004

SECTION 39. INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit*

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. *In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose any chemicals, equipment and wastes used in or resulting from the operations of clandestine methamphetamine, in connection with this program*

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
 - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.

- b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
 - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

The Implementing Agency agrees to comply with federal, State and local environmental, health and safety laws, regulations and guidelines applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment and wastes used in or resulting from the operations of these laboratories, including but not limited to:

- Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments (HSWA) (Pub. L. 98-616).
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act (SARA).
- Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.).

- Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.).
- OSHA Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).
- OSHA Respiratory Protection Standard (29 CFR 1910.134).
- OSHA Hazard Communication Standard (29 CFR 1910.1200).
- Applicable U.S. Drug Enforcement Administration guidelines and requirements.
- Applicable Illinois State Police policies, procedures, guidelines and requirements.

SECTION 40. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 41. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 42. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 44. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 45 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 44. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority

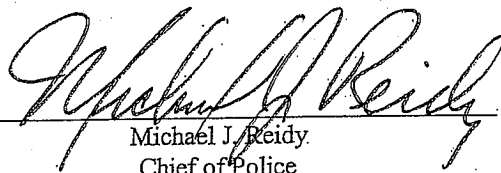
Date

Matt Sorensen
Chairman, McLean County Board
County of McLean

Date

Rebecca McNeil
Treasurer
County of McLean

Date


Michael J. Reidy
Chief of Police
Clinton, Illinois

3/21/08

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

Expanding Multi-Jurisdictional Narcotics Units Supplemental Equipment

Task Force 6

#404620

Task Force 6 is a multi-jurisdictional drug enforcement unit servicing the Central Illinois area encompassing McLean and DeWitt counties and beyond. The unit is comprised of eight officers from the Illinois State Police, DeWitt County Sheriff's Department, McLean County Sheriff's Department, Clinton Police Department, Bloomington Police Department, and Illinois State University Police Department. Also assigned to Task Force 6, is an Office Manager who is responsible for the administrative function of the unit as well as asset/forfeitures. Given the recent closures of the Task Force X offices in Champaign and Decatur in recent years, Task Force 6 offers assistance to other agencies outside of McLean and DeWitt counties with a documented need and nexus to the Task Force 6 operational area.

Task Force 6 evaluates tactical procedures on an ongoing basis to both enhance and ensure the safety of the officers assigned to the unit and those officers from other agencies offering assistance to the unit. As part of this focus on tactical procedures, Task Force 6 attended Vehicle Takedown, Vehicle Assault, and Vehicle Jump Out training as a unit. This training, conducted by instructors from the Quad City MEG Unit and consistent with Florida IPTM training, also provides hands-on instruction in the rescue of Undercover Agents from vehicles as well as suspect extraction methods from vehicles. As evidenced by a recent accidental shooting of an undercover officer in Sycamore, IL, in July 2007 during a vehicle extraction of a suspect, the equipment, training, uniformity, and tactics of those officers assigned to these duties are paramount to the successful execution of these high-risk operations and officer safety. To more safely conduct these operations involving the arrest, extraction, and/or assault of a vehicle with suspect(s), Task Force 6 has identified two primary equipment needs in order to properly equip officers involved in these increased risk situations. First, Task Force 6 does not have an adequate vehicle capable of efficiently transporting all required personnel and equipment. Currently, the only vehicle available to Task Force 6 intended for these operations is a mini-van assigned to the McLean County Inspector. The vehicle has over 100,000 miles on it and offers only limited protection due to the stance of the vehicle above the safety of

the engine block. Second, officers assigned to Task Force 6 do not have standardized tactical vests with uniform POLICE markings. Some of the assigned officers have no tactical vests.

Task Force 6 would propose that funds be secured to allow for the upgrade of a federally grant purchased 2002 Chrysler Sebring with 97,000 miles to a quality used Sport Utility Vehicle (SUV) capable of transporting the required personnel to conduct vehicle takedowns and suspect extractions as well as transporting suspect(s) if needed. An SUV would also be large enough to carry required equipment for unit operations. This vehicle would also be utilized to transport unit personnel to/from search warrants and special details in order not to compromise covert squads assigned to Task Force 6 officers. Funds are also proposed in order to purchase a secure lock box for tactical equipment and evidence storage for the rear of the SUV to prevent the theft of firearms, evidence, and/or equipment. Task Force 6 would also request funds in order to equip unit officers with tactical vests bearing uniform POLICE markings to ensure officers are clearly identified as law enforcement. Task Force would also request funds to upgrade a fleet pickup truck with over 202,000 miles. Although functional, the usefulness of this vehicle is limited, as it could impair the success of an operation due to its unreliability.

FFY 04 SUPPLEMENTAL EQUIPMENT GRANT EQUIPMENT & BUDGET DETAIL REPORT

Applicant: TASK FORCE 6
#404620

Employer Identification Number (FEIN): 37-6001569

Please indicate the equipment item(s) you are proposing to purchase and the quantity of each. Also indicate the estimated cost of the item(s). Please indicate the portion of costs that will be paid for with the 75 percent federal funds and the portion that will be paid for with the 25 percent match funds. Round all dollar amounts to the nearest dollar amount.

Equipment Type	Total Cost X .75 = Federal Amount			Federal Amount / 3 = Match Amount		If applicable, describe the age, condition and total number of equipment items that this funded equipment will be replacing.
	Quantity	Unit Cost	Total Cost	Federal Amount	Match Amount	
Sport Utility Vehicle	1	\$23,000.00	\$23,000.00	\$17,250.00	\$5,750.00	age: 2002
						condition: fair
						mileage: 97,000
						total #: 1
Secure Vehicle Lock Box	1	\$1,300	\$1,300	\$975.00	\$325.00	age:
						condition:
						total #:
						mileage:
Tactical Vest Carriers	8	\$120.00	\$960.00	\$720.00	\$240.00	age:
						condition:
						total #:
						mileage:
Pickup Truck	1	\$15,000.00	\$15,000.00	\$11,250.00	\$3,750.00	age: 1997
						condition: fair
						total #: 1
						mileage: 202,000
						age:
						condition:
						total #:
						mileage:
TOTALS:						
				\$40,260.00	\$30,195.00	\$10,065.00

CERTIFICATION

The applicant certifies:

- 1) That it is not barred from contracting with any unit of state or local government as a result of 720 ILCS 5/33E-3 or 5/33E-4; and,
- 2) That it shall notify the Authority's Ethics Officer if the applicant solicits or intends to solicit for employment any of the Authority's employees during any part of the application process or during the term of any contract awarded.

Benjamin J. Halloran / Commander

Name and Title of Authorized Representative



Signature

02-06-08

Date

Task Force 6

Name of Organization

P.O. Box 1511, Bloomington, IL 61702-1511

Address of Organization

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act. The Drug Free Workplace Act, effective January 1, 1992 requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to , suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

a) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

b) Establishing a drug free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the grantee's or contractor's policy of maintaining a drug free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance programs; and,
- 4) the penalties that may be imposed upon an employee for drug violations.

- c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the drug Free Workplace Act.
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Task Force 6

Printed Name of Organization

Benjamin J. Halloran
Signature of Authorized Representative

Requisition/Contract/Grant ID #

Benjamin J. Halloran / Commander
Printed Name and Title

02-06-08
Date



CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Task Force 6
P.O. Box 1511
1. Grantee Name and Address: Bloomington, IL 61702-1511

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

FFY04 Multi-Jurisdictional MEG/Task Force Enforcement Units & Drug Prosecution Units

4. Typed Name and Title of Authorized Representative

Benjamin J. Halloran / Commander

5. Signature

6. Date

Ben J Hall

02-06-08

MCDF Average Population
By Month 2007/2008

Month	April	May	June	July	August	September	October	November	December	January 2008	February	March	Average
Daily Total	241.07	240.13	238.70	243.00	227.16	221.07	239.55	231.97	234.00	271.71	270.82	270.42	244.13
In House	205.57	202.06	205.13	212.23	201.61	194.07	205.68	205.67	205.00	213.32	217.57	218.63	207.21
Female	42.60	44.48	41.30	41.26	33.19	28.90	42.52	41.67	41.45	45.06	38.54	45.79	40.56
Male	201.60	195.68	196.83	201.23	194.00	192.17	196.94	190.30	191.97	226.65	232.21	224.11	203.64
Spec Needs Female	5.87	5.39	6.00	8.52	7.77	6.90	7.35	7.93	7.13	6.87	6.75	6.47	6.91
Spec Needs Male	19.00	18.87	16.47	16.68	14.39	12.17	13.52	13.73	15.87	18.32	19.39	19.32	16.48
Str Sent Female	9.80	12.94	13.87	10.61	4.29	4.00	6.90	8.63	8.71	13.52	7.68	12.11	9.42
Str Sent Male	39.23	39.55	42.87	33.81	30.71	38.17	32.81	32.10	34.39	49.52	61.29	54.79	40.77
Weekender Work Rel Female	6.80	6.23	3.93	2.68	0.13	.30	2.45	4.83	4.48	4.90	9.29	11.58	4.80
Weekender Work Rel Male	21.47	25.45	20.83	24.58	17.68	16.63	19.84	15.20	13.48	18.87	22.07	24.74	20.07
Other Fac Female	2.93	8.71	6.07	5.58	5.35	2.23	00.10	0.00	4.29	7.71	3.29	5.68	4.33
Other Fac Male	16.80	9.39	13.90	9.77	8.10	13.17	18.97	13.77	13.48	37.74	32.21	26.58	17.82

MCDF Average Population
By Month 2008

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	271.71	270.82	270.42										270.98
In House	213.32	217.57	218.63										216.51
Female	45.06	38.54	45.79										43.13
Male	226.65	232.21	224.11										227.66
Spec Needs Female	6.87	6.75	6.47										6.70
Spec Needs Male	18.32	19.39	19.32										19.01
Str Sent Female	13.52	7.68	12.11										11.10
Str Sent Male	49.52	61.29	54.79										55.20
Weekender Work Rel Female	4.90	9.29	11.58										8.59
Weekender Work Rel Male	18.87	22.07	24.74										21.89
Other Fac Female	7.71	3.29	5.68										5.56
Other Fac Male	37.74	32.21	26.58										32.18

MCDF Average Population
Six Month Comparison
2007-2008

Month	October 2007	November 2007	December 2007	January 2008	February	March	Average
Daily Total	239.55	231.97	234.00	271.71	270.82	270.42	253.08
In House	205.68	205.67	205.00	213.32	217.57	218.63	210.98
Female	42.52	41.67	41.45	45.06	38.54	45.79	42.51
Male	196.94	190.30	191.97	226.65	232.21	224.11	210.36
Special Needs-Females	7.35	7.93	7.13	6.87	6.75	6.47	7.08
Special Needs-Males	13.52	13.73	15.87	18.32	19.39	19.32	16.69
Straight Sent-Females	6.90	8.63	8.71	13.52	7.68	12.11	9.59
Straight Sent-Males	32.81	32.10	34.39	49.52	61.29	54.79	44.15
Weekender/Work Release-Female	2.45	4.83	4.48	4.90	9.29	11.58	6.26
Weekender/Work Release-Male	19.84	15.20	13.48	18.87	22.07	24.74	19.03
Other Facilities Female	0.10	0.00	4.29	7.71	3.29	5.68	3.51
Other Facilities Male	18.97	13.77	13.48	37.74	32.21	26.58	23.79

McLean County Sheriff's Office 2007 Annual Report

Mission Statement

The McLean County Sheriff's Office is dedicated to the highest traditions of excellence in the practice and delivery of law enforcement and corrections. We are enriched by and take pride in our purpose, values, sense of community, personal loyalty, and leadership. With a spirit of cooperation, compassion and commitment to all we serve, we will achieve the mission, goals, and plans that assure the success of the McLean County Sheriff's Office in the fulfillment of its duties, responsibilities, and obligations.

(Sheriff Office Staff and C. Patrick Lewis, Adopted September 2007)

McLean County Sheriff's Office

Patrol Division 2

- Traffic Enforcement
- Arrest Statistics
- Saybrook Patrol

Adult Detention Facility 2

- Population
- Population Breakdown
- Facility Bookings
- Facility Safety and Security

Division of Criminal Investigations 2

- Criminal Investigations
- Case Management

Court Security 3

- Inmate Transports
- Arrest Warrants

Division of Support Services 4

- Training
- Technology

Division of Operations

- DARE
- Fleet
- Employment

The Sheriff is an elected official of the County and serves a four year term in the office. The office was established under the Constitution of the State of Illinois. Duties of the Sheriff are outlined in 55 ILCS 5/3—6001.

Every Sheriff shall be commissioned by the Governor; but no commission shall issue except upon certificate of the county clerk of the proper county, of the due election or appointment of such Sheriff, and that he or she has filed his or her bond and taken the oath of office, as hereinafter provided. (55 ILCS 5/3-6001)

Each Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and may arrest offenders on view, and cause them to be brought before the proper court for trial or examination. (55 ILCS 5/3-6021)

The Sheriff of each county is designated as the Supervisor of Safety for his or her

county. The powers and duties of the Supervisor of Safety are to enforce all the laws of this State and, within the municipalities in his or her county, the ordinances of such municipalities relating to the regulation of motor vehicle traffic and the promotion of safety on public highways. (55 ILCS 5/3-6035)

The Sheriff is the custodian of the courthouse and jail. He or she shall have the custody and care of the courthouse and jail of his or her county. (55 ILCS 5/3-6017)

In counties of less than 1 million in population, the Sheriff shall control the internal operations of his or her office. (55 ILCS 5/3-6018)

See 55 ILCS 5/3-6000 for complete text.

Corrections: County Jail Act 730 ILCS 125

The Sheriff of each county in this State shall be the warden of the jail of the county, and have the custody of all prisoners in the jail, except when otherwise provided in the "County Department of Corrections Act". (730 ILCS 125/2)

The warden of the jail shall receive and confine in such jail, until discharged by due course of law, all

persons committed to such jail by any competent authority. (730 ILCS 125/4)

The cost and expense of keeping, maintaining and furnishing the jail of each county, and of keeping and maintaining the prisoner thereof, except as otherwise provided by law, shall be paid from the county treasury, the account therefore being first settled

and allowed by the county board. The county board may require convicted persons confined in its jail to reimburse the county for the expenses incurred by their incarceration to the extent of their ability to pay for such expenses. (730 ILCS 125/20)

See 730 ILCS 125 for complete text.

Administration

The McLean County Sheriff's Office budget is approved by action taken by the McLean County Board. The Sheriff's Office is designated as Department 29 in McLean County Government. Within the Office, we have six sub-departments.

The sub-departments are; Patrol Division, Criminal Investigation, Administrative Services, Jail Operations, Fleet Management, and Court Security. The Court Security Division is not funded with tax dollars from the general fund. Court Security is funded with a fee imposed by the Courts of McLean County and those fees are collected by the McLean County Circuit Clerk.

Our approved overall operating budget for FY 2007 was \$7,242,055.00. Each sub-department within the Sheriff's Office has a commander that pre-

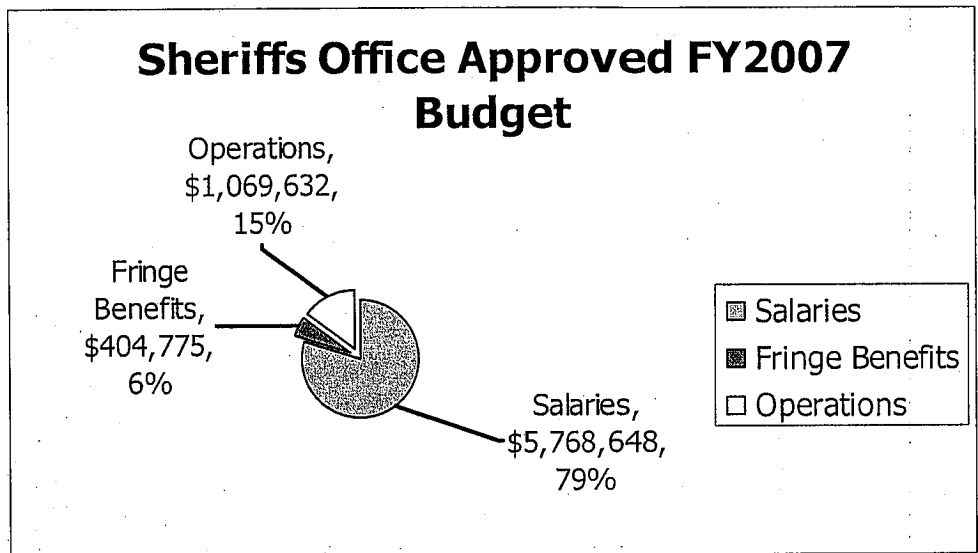
pares their own individual operating budget. Once the individual program budget is completed, the commander presents their budget to the Chief Deputy and Sheriff. After review and adjustments, the Sheriff presents the budget to the McLean County Administrator. Once the Administrator has approved what has been recommended, the Sheriff presents the budget to the McLean County Justice Committee, which is composed of members of the McLean County Board. Once approved by the Justice Committee, the budget is forwarded to the Finance Committee, Executive Committee, and then presented to the full County Board for approval.

The McLean County Sheriff's Office has 155 staff members. Staff breakdown is as follows;

Patrol Division	35
Criminal Investigations	7
Administrative Services	33
Corrections Division	72
Court Security	7
Fleet Management	1
Total:	155

2007 Budget

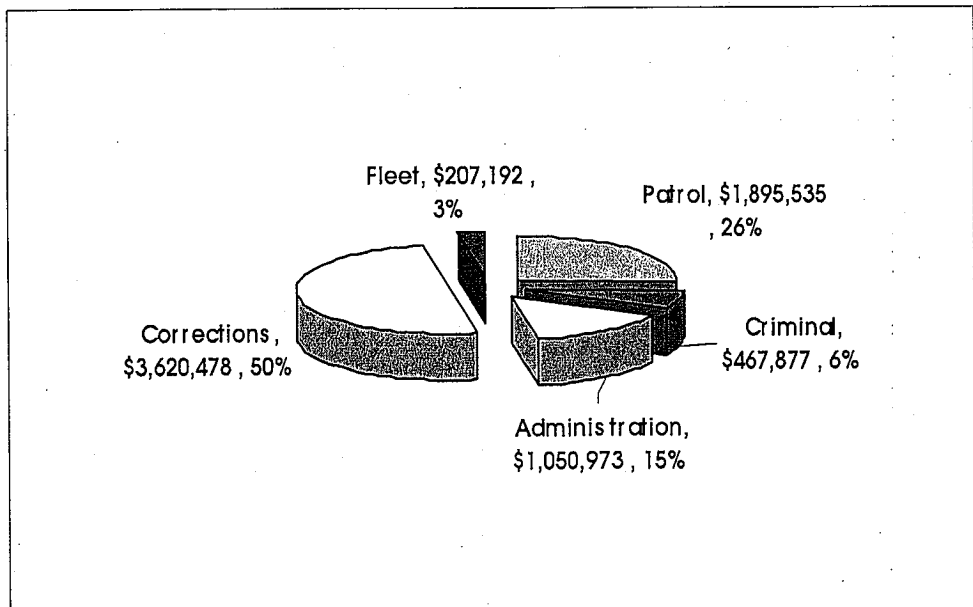
The McLean County Sheriff's Office budget is divided into three categories. The greatest portion of the budget is dedicated towards staff salaries and benefits. In reality, the Sheriff's Office actually operates on 15% of the overall approved budget.



2007 Distribution

The general fund operating budget for the Sheriff's Office is divided between the various sub-departments in the following manner;

- Patrol - \$1,895,535
- Criminal - \$ 467,877
- Admin - \$1,050,973
- Corrections - \$3,620,478
- Fleet - \$207,192



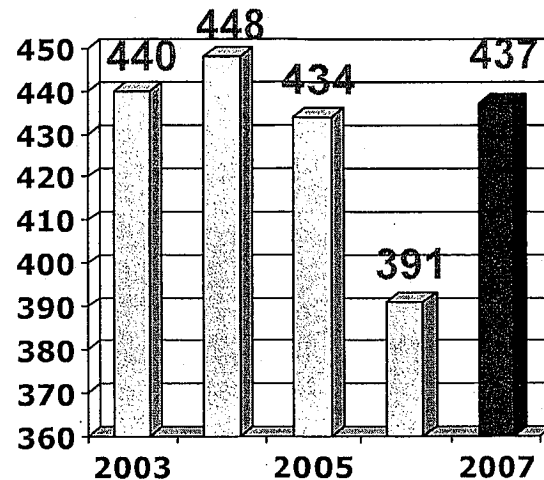
Patrol Division: Traffic Crash Reports

The patrol division of the McLean County Sheriff's Office responded to 437 reported crashes in 2007. This total reflects an increase of 11% over 2006.

In an effort to provide effective enforcement of our traffic laws, we have deployed our speed trailer 36

times at different locations in high traffic areas. Deployment is twofold, we provide enforcement and it acts as a visual to remind drivers of the posted speed limit. In addition, the patrol division has increased patrols by assigning deputies to specific problem areas.

Crash Reports

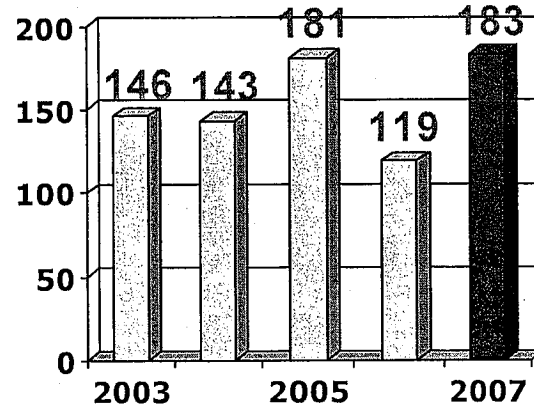


Crash Report With Injuries

Of the reported 437 crashes in 2007, 183 (41%) reported injuries to the driver and/or passengers. The McLean County Sheriff's Office started the program of *Directed Patrols* by hiring deputies back to conduct patrols specific to

problem locations in the unincorporated areas of McLean County. This effort was successful and will continue in 2008. GIS mapping technology provided by Information Services will provide a visual of problem locations and assignments will be made at the shift level for enforcement.

Crash Reports with Injuries

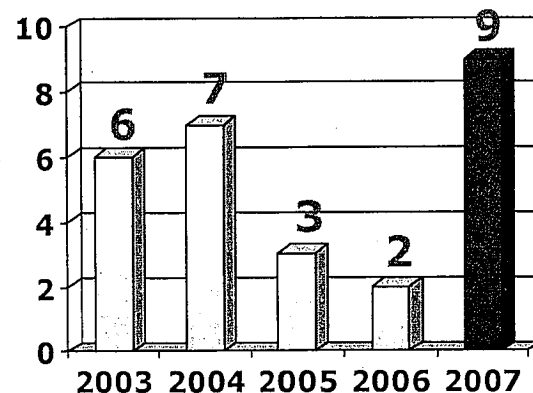


Crash Report Fatalities

In 2007 the McLean County Sheriff's Office investigated 9 traffic crash fatalities. The contributory causes are listed as DUI and/or drug related, speed, improper equipment and weather. One fatality involved a pedestrian.

All traffic fatalities are investigated by the Sheriff's Office Fatality Crash Unit. The supervisor of this unit is certified by the State of Illinois with graduation from the Traffic Institute, Northwestern University.

Crash Reports with Fatalities

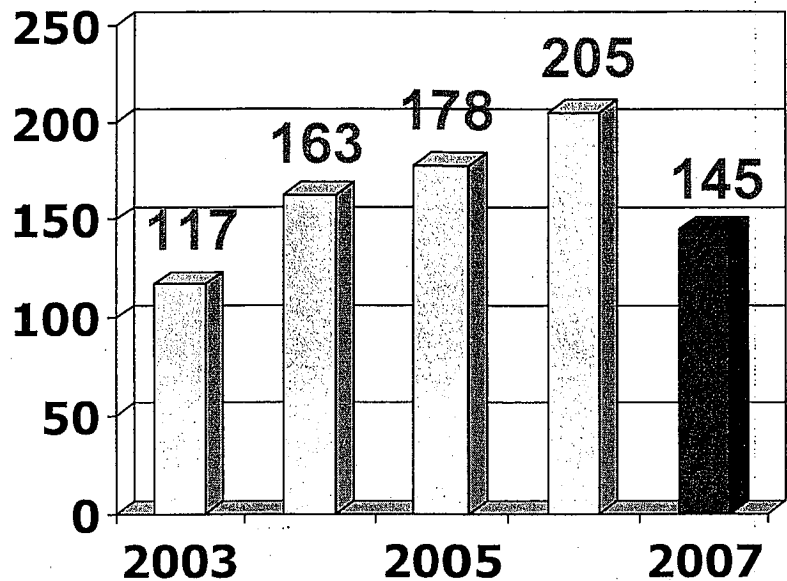


Patrol Division

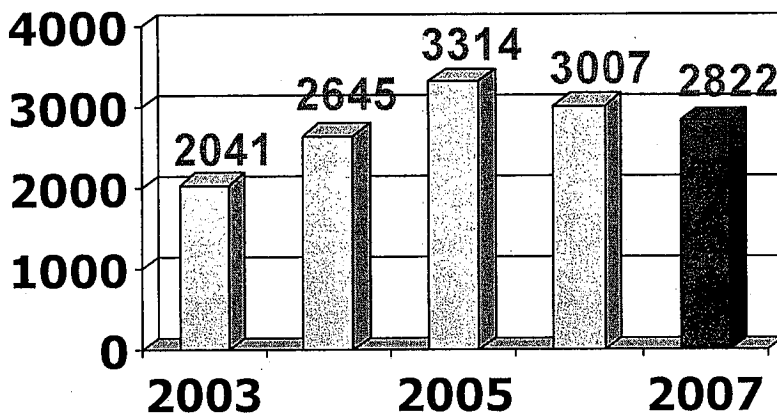
Staffing issues on all three shifts brought challenges in maintaining an effective DUI enforcement program. Statistically, DUI arrests were down for the year and were incorporated into our Directed Patrols program.

The mission of the Directed Patrols is to increase patrol presence in the unincorporated areas of McLean County. The program is utilized to enforce our DUI statutes. Additionally, deputies seek out locations utilized by minors for the purpose of illegal consumption of alcohol. After two weeks, the Directed Patrols made 18 arrests for illegal consumption of alcohol. 2007 reflects a 29% decrease in DUI arrests compared to 2006.

Driving Under the Influence Arrests



Traffic Citations



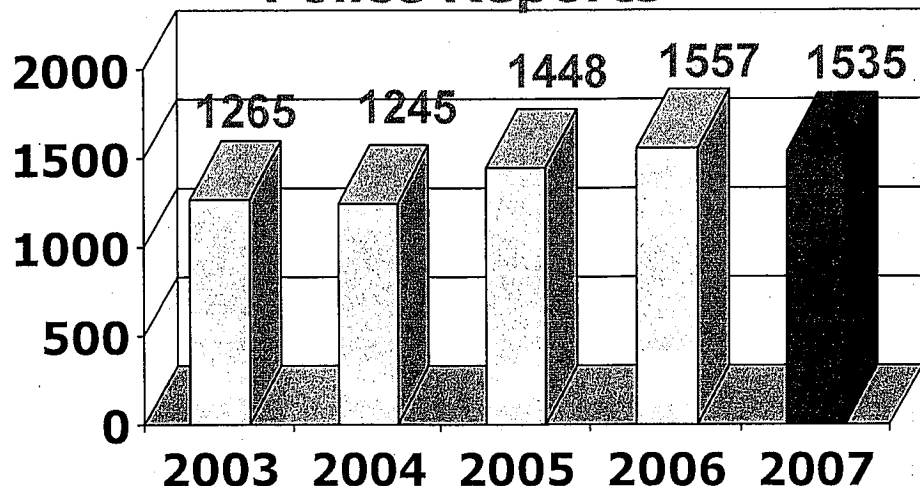
All law enforcement and corrections personnel are required to file criminal reports. These reports can be from self-initiated activities or reports from citizens that involve crimes against their person or property.

All reports are completed and then screened by supervisory personnel prior to being sent to the State's Attorney for prosecution.

One of the most common methods that law enforcement utilizes to assist in keeping our roads safe is the issuance of traffic citations.

In 2007 the number of citations issued dropped 6% over 2006. In 2008, with the assistance of our Information Services Department, the Sheriff's Office will start tracking all citation locations using the GIS mapping system. The mapping system will provide detailed information and help pinpoint high risk roadways. The 2007 totals reflect a 6% decrease over 2006.

Police Reports

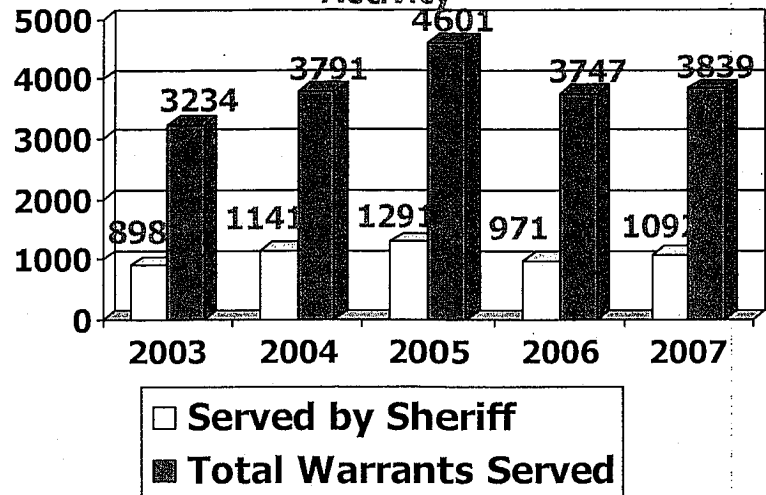


Patrol: Warrant Service

The McLean County Sheriff's Office is charged by statute to serve all warrants of arrest on defendants delivered to the Adult Detention Facility. For 2007, Sheriff's Deputies arrested 1092 individuals wanted on warrants. This number represents actual on-site arrests.

The greater number of warrant arrests reflects the total number of times that Sheriff Deputies served warrants on individuals that were arrested by outside agencies. Total number of warrants served was 4931, which reflects a 5% increase over 2006.

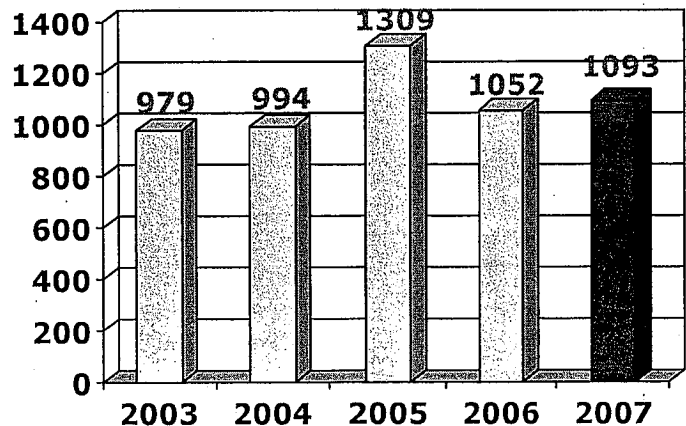
Arrest Warrants Served from Patrol Activity



Patrol: Out of County Service

In 2007, 1093 individuals wanted on warrants were arrested by law enforcement agencies outside of McLean County. The expense involved with these types of arrests arises because if an individual is arrested on a misdemeanor warrant in the State of Illinois, that individual is allowed to post bond in the County of jurisdiction. If unable to post bond, the McLean County Sheriff's Office is responsible for extradition. All felony warrant arrests are automatically held over pending extradition. This holds true regardless of where the arrest occurred and which state has incarcerated the individual. The McLean County Sheriff's Office is responsible for all cost incurred for transportation.

Arrest Warrants Served Out-of-County



Patrol: Saybrook Eastside Dedicated Patrol

On June 26, 2007, the McLean County Sheriff's Office opened the east side patrol office in Saybrook, Illinois. The area covered by this deputy includes Anchor, Cropsey, Cooksville, Bellflower, Arrowsmith and Ellsworth. The deputy dedicates his forty (40) hour work week to patrolling this area. This is a specialized position and his 40 hours are in addition to the routine patrol coverage provided by the Patrol Division. Since opening the substation, emergency response times have been reduced to approximately five (5) minutes with non-emergency calls being reduced to a seventeen (17) minute response time. This program has been successful and will continue in 2008. Special thanks goes out to Mayor Ron Stauffer and the Saybrook Village Board of Trustee's for their effort in establishing the substation office and their continued support.



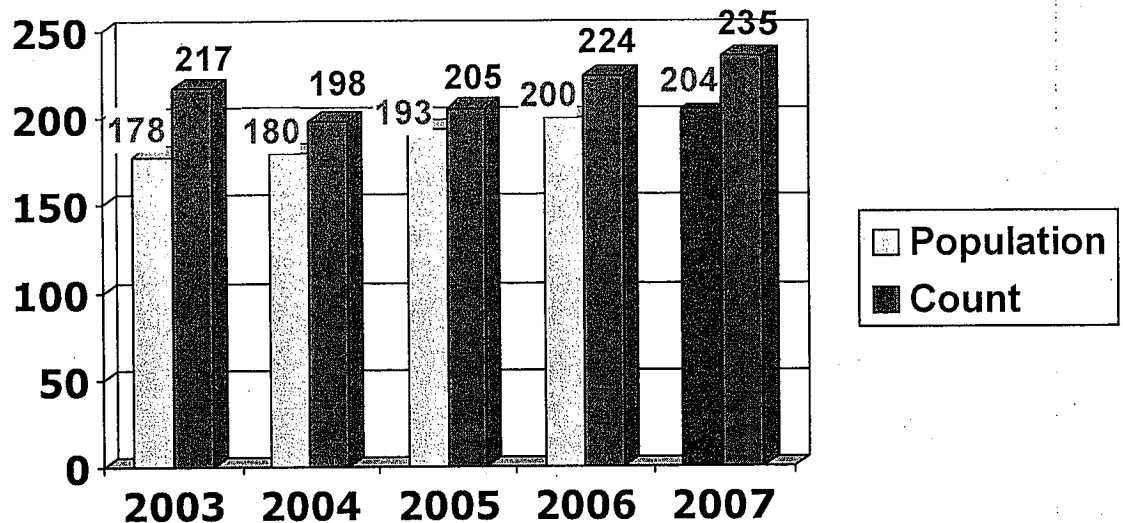
Corrections: Adult Detention Facility

The McLean County Detention Facility (MCDF) is responsible for the legal, safe and humane incarceration of inmates 24 hours a day, seven days a week. We are able to accomplish this with a well qualified, dedicated and trained staff of 54 Merit Commission Certified Correctional Officers.

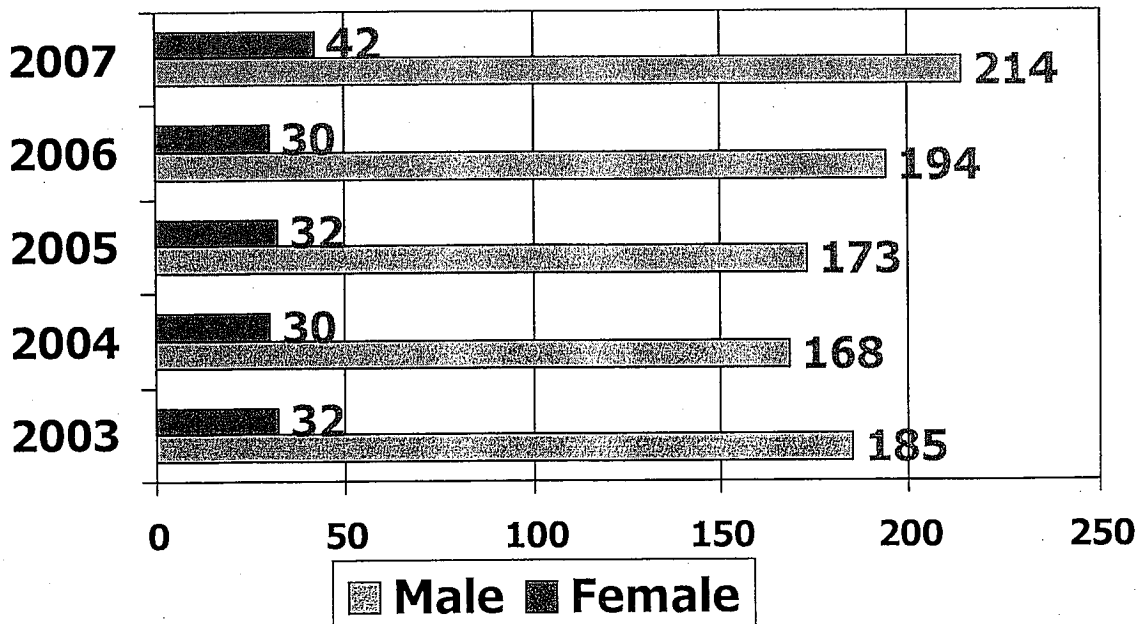
The Administrative Staff of the Adult Detention Facility consists of a Superintendent, Assistant Superintendent, and an Operations Officer. All three contribute greatly to the daily operations of the facility. Each have specific duties to ensure that all policies and procedures, administrative orders, statutory requirements and the Illinois Department of Corrections Jail Standards are met, and that our Facility is compliant. Doing so significantly reduces liability of McLean County and provides for safety and security of the staff. All three Administrators are appointed by the Sheriff.

The average daily population of the Adult Detention Facility continues its upward trend. In 2006 we experienced an 8% increase over 2005 and in 2007 we show a continued growth in population of 5% over 2006 for a total of 13% increase over the two year period.

Average Daily Adult Population



Adult Detention Facility Population Breakdown

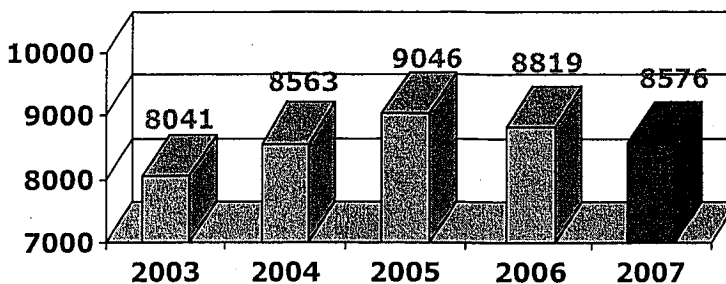


In 2007, our female population experienced a 29% increase over 2006. The previous four year average is 31. If you apply the same to our male population, we experienced a 10% increase over 2006 and the previous four year average was 180.

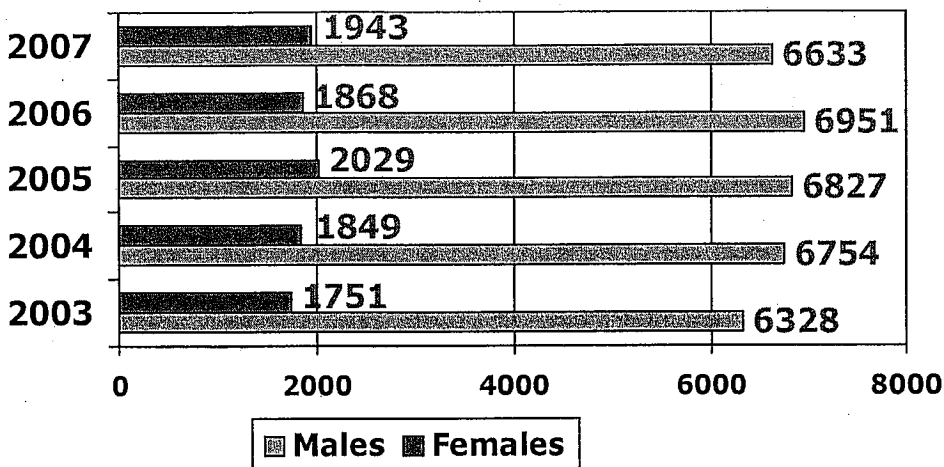
Booking Activity

In 2007, the Adult Detention Facility Correctional Staff booked 8576 custodies into the Facility. This total reflects a 3% decrease over 2006. A contributory cause for the decrease in bookings is that most traffic and misdemeanor offenses are now I-Bonded at the scene of the offense by the arresting officer.

Adult Detention Facility Bookings

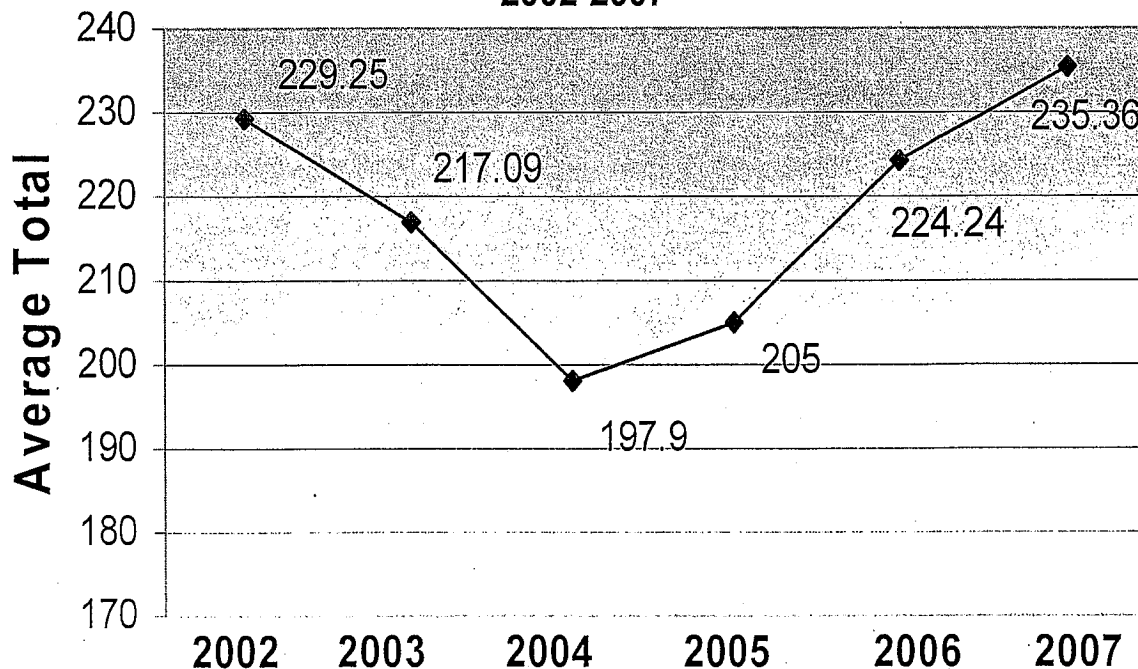


Adult Detention Facility Bookings Breakdown



In 2007, the McLean County Adult Detention Center experienced a 4% increase in the number of female bookings and a decrease of 4.5% in male bookings. Female custodies prove to be challenging in that when the cell block they are housed in reaches capacity, male housing units (blocks) have to be cleared to make room for overcrowding attributed to females remanded to the custody of the Sheriff that are not able to post bond.

Average Daily Population 2002-2007

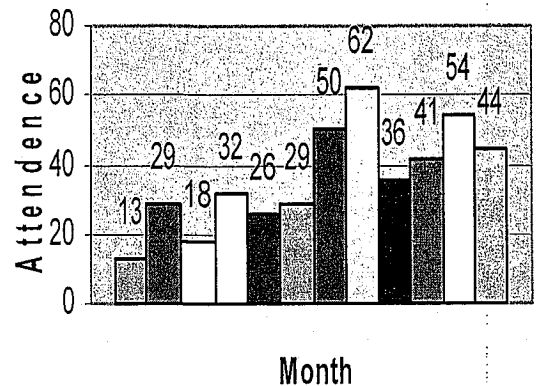


Detention Facility Programs

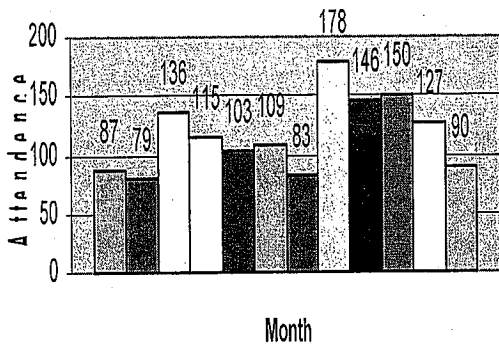
Programs are important and would not be possible without the assistance of volunteers. Volunteers are recruited from various resources to fulfill our need. Volunteers are required to go through a clearance process established by MCDJ in order to gain access to our facility and have contact with inmates. With only a few exceptions all programs are led by volunteers. Currently, there are 73 volunteers that assist in servicing the McLean County Adult Detention staff.

Through the substance abuse programs we are able to reach some individuals. Alcoholics Anonymous, Cocaine Anonymous and Narcotics Anonymous was offered to inmates during 2007. Our strongest participation of these programs is in the AA program. Volunteers conduct meetings on a weekly basis for AA. Cocaine Anonymous and Narcotics Anonymous tend to have a more irregular meeting schedule. This is generally due to the lack of volunteers with the willingness to conduct these meetings during the scheduled times we have available.

Alcoholics Anonymous Monthly Attendance

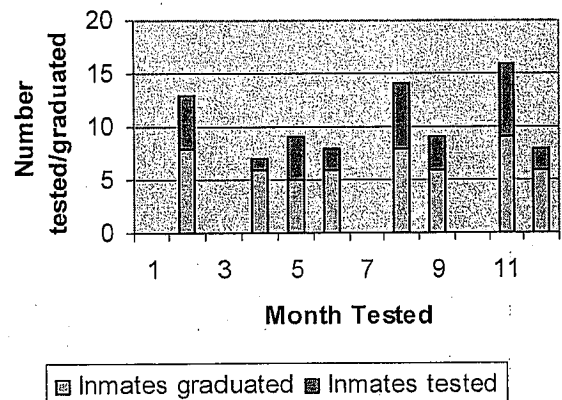


GED Attendance



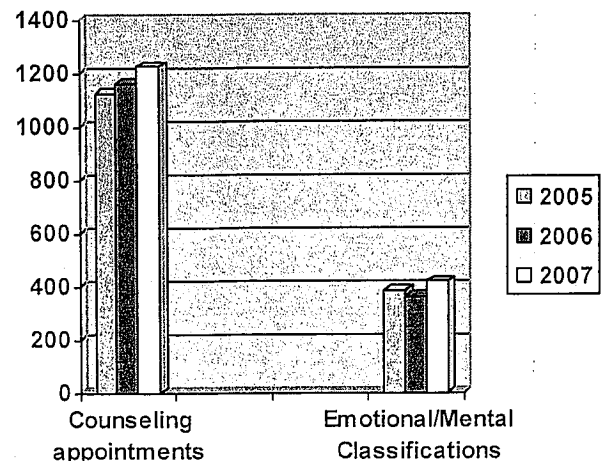
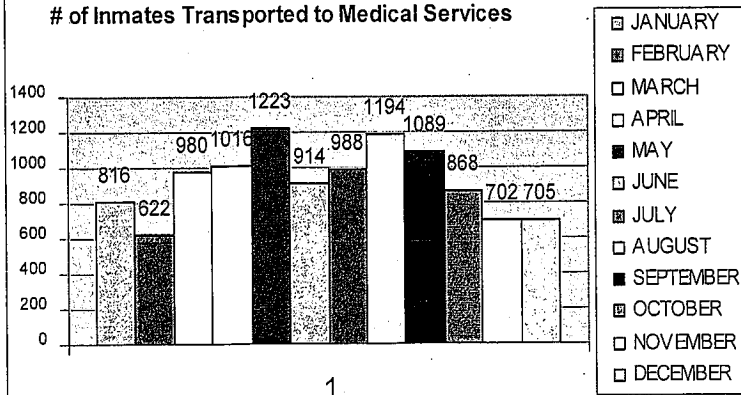
GED classes are offered to inmates five days a week. As with all programs, males and females have separate classes. The teacher for the GED program is contracted through the Regional Office of Education. Continued participation in this program is based on individual performance and behavior.

2007 GED Tested & Graduated



Health services provided to inmates include the following: medical, psychiatric, dental, nursing, dietetic, and environmental services. Registered Nurses and Licensed Practical Nurses staff the Health Services Department.

of Inmates Transported to Medical Services



Kitchen Services

State law requires inmates receive two hot meals per day and one serving of a good source of Vitamin A and C at least three times per week. The kitchen staff has the responsibility of providing those dietary necessities to all inmates housed in the facility. The staff of four, along with inmate trustees, prepares all meals seven days per week, 365 days per year. In 2007, the total number of meals served was 238,084; which was an increase of 3,910 meals in 2006. The total amount spent on food in 2007 was \$274,298.08 which was also an increase from 2006 when the county spent \$261,861.43. Individually, each meal averaged \$1.15 in 2007 which was up \$.04 per meal from the previous year.

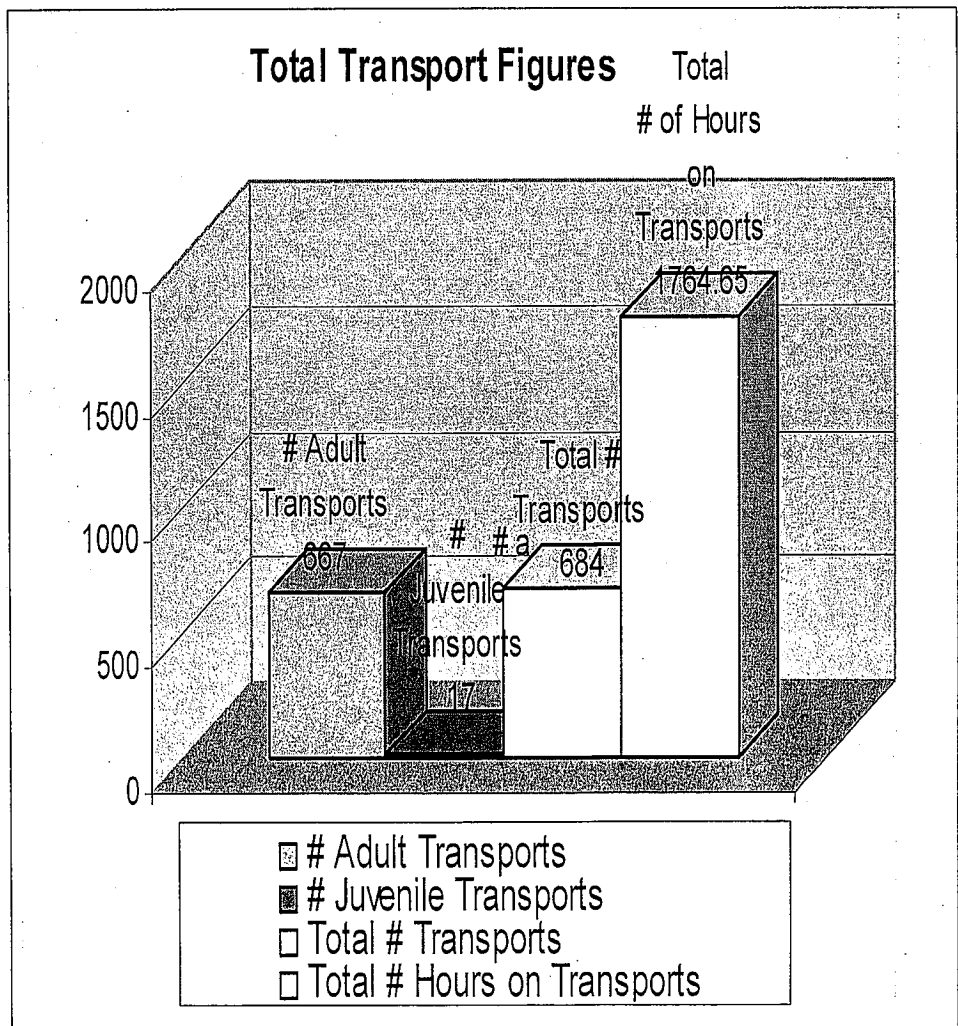
The pattern of increases, across the board, was due to an increase in the jail population, which continues to rise. Because the inmate count is on the rise, the daily responsibilities and tasks of the food services department will increase. Not only does the staff have to prepare meals for breakfast (served at 7:30 a.m. daily), lunch (served at 11:30 a.m. daily) and dinner (served at 5:30 p.m. daily), they must meet the needs of inmates with special dietary restrictions. These menus differ from the general population meals. Many of these special diets require extra snacks throughout the day which are prepared by the food services staff and delivered to the facility's nursing station.

Another aspect of the kitchen staff's daily responsibilities includes the organization and supervision of jail trustees. Jail trustees are inmates who demonstrate good behavior and have not posed a threat during incarceration. Jail trustees must be serving a county jail sentence with no pending charges to be eligible. They assist the kitchen staff with food preparation, distribution and clean-up. The staff is responsible for overseeing the trustees and assigning jobs including retrieving and putting away all deliveries and laundry. The laundry services are responsible for washing and drying all linen, blankets and inmate uniforms for the facility. Approximately 4,400 loads of laundry were washed during 2007. During 2007, \$10,537.00 was spent for chemicals for the kitchen including dishwasher soap, cleaning products, bleach and laundry soap. The staff is responsible for keeping a log of all trustee time and their time may be used toward community service hours.

Correctional Transport Team

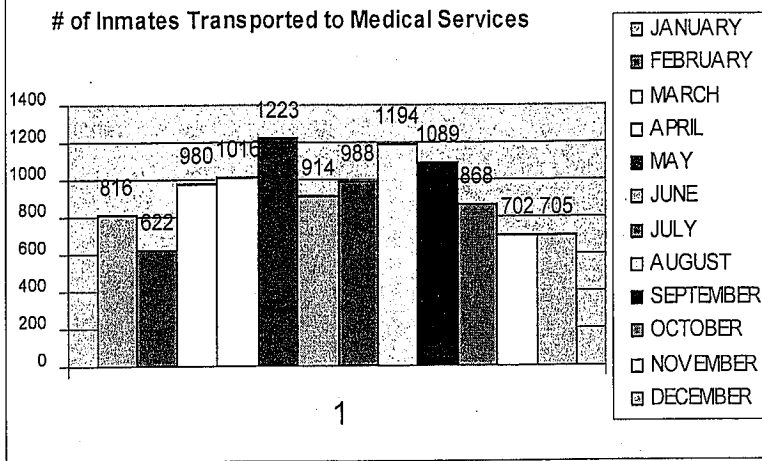
Transport team is a specialized unit comprised of four Correctional Officers appointed by the Sheriff. Members of the Transport Team must be consistently proficient in the use of firearms, satisfactorily participate and qualify in the departmental range program and be off probation. The current transport team has an average of 12 years of experience.

The Transport Team is responsible for the transportation of jail inmates for court appearances, medical appointments, extraditions from other counties and/or states. The Transport Team is also responsible for transporting inmates sentenced to the Illinois Department of Corrections. During 2007, the transport team had the additional task of transporting inmates to be housed in other county jails. During 2007, there was an average of 16.74 inmates housed out of County per day. Often the Transport team has to then transport these inmates back and forth to McLean County from the "host" county for court.



Corrections Medical Officer

The Medical Officer is another specialized position appointed by the Sheriff. The primary duty of the medical officer is to escort inmates to and from the medical office. Inmates are taken to the medical office for an array of reasons including seeing the doctor, nurse, sick call, physicals, dental visits, and referrals to the psychiatrist. The Medical officer is also, at times, utilized to assist in the transportation of inmates to doctors appointments outside the facility. During 2007 there were 11,117 inmates taken to and from the medical services office.



Correctional Court Services

The Court officer is a position assigned by the Sheriff and ensures that inmates are ready and brought up to court in a timely manner. The Court Officer coordinates the movement of inmates from their housing units to and from court holding security cells; this includes making sure that inmates going to jury trial have the opportunity to change in to civilian clothes for court. During 2007, there were 13,033 of inmates transported to and from court. The McLean County Detention Facility is fortunate to be attached to the court house so inmates do not need to be taken out of the facility for their McLean County court appearances.

Year in Review

The year included extensive planning and coordinating with architects and contractors for the redesign of the Sheriff's Office and Detention Facility. Changes already in effect are the new Control Room which is up and running. Additional security measures were also added in 2007. This included the addition of cameras and monitor screens and emergency lighting. Additional safety features were added to the radios of Correctional Officers.

2007 welcomed the addition of a new Control Operator position, a Court Officer, five Correctional Officer positions and a part-time nurse on third shift. Aaron Lamie and Amanda Hill joined the control operator staff. Alejandro Vasquez Jr. joined the ranks of Correctional Officers along with Dayne Thompson, Nicholas Hitchens and Michael Frizzell.

Officer Frizzell was the recipient of the Illinois Sheriff's Association Outstanding Correctional Officer Award upon his successful completion and outstanding performance in the Basic Correctional Officer Training Course at the Police Training Institute.



The new and updated Control Room of the Adult Detention Facility was completed in early 2007.

Criminal Investigations Division 2007 Annual Report

To understand this report, we must first discuss how the Criminal Investigation Division (CID) works and how the statistical information was gathered so that logical conclusions can be made about any noticeable changes in trends. Accordingly, this report will provide the needed information to make those logical conclusions.

Before looking over this report, one must understand the function of the CID. Most of the cases assigned to CID are cases which require crime scene processing, multiple interviews, and often involve several agencies including police, fire and social services. These cases are generally considered the most serious of crimes and are largely the same crimes associated with the Uniform Crime Report (UCR). The UCR illustrates the movement of crime trends locally and nationally. These crimes include, but are not limited to: murders, aggravated assaults and batteries, sexual assaults, robberies, burglaries, and arsons. However, looking solely at UCR crimes will not tell the whole story. Accordingly, this report will address all the work done by CID and what changes have occurred.

Because there are multiple agencies within the boundaries of the Sheriff's Office's jurisdiction, there are a couple of different ways in which cases can be assigned. Before looking over the information contained in this report, one should understand the historical information regarding how cases were previously assigned and how they are currently being assigned.

For most of 2006, many cases were being assigned back to village police agencies if the offenses happened within their jurisdiction. Further, many other cases that historically were assigned to CID were getting assigned back to the patrol officers. At the end of 2006, a change in administration was made. At that time, cases assignment reverted back to the historical manner, which relied primarily on the Sheriff's Office Investigators. By doing this, criminal cases have a better chance of being resolved due to the Sheriff's Office employing more experienced investigators and having greater resources. The additional benefit of primarily reverting case assignments back to CID is that this also lessened the load of the already taxed patrol division. When comparisons are made from 2006 to 2007, one must keep in mind that an increase in the number of cases assigned does not necessarily mean that crime is on the rise in McLean County. However, it is a good indication of productivity by the CID Unit.

Crimes and Case assignments

Not all police reports generated are crime related. Often we act as a source of documentation for the general public who may wish to report concerns related to civil issues, or report an incident which did not reach the level of criminal activity, but was alarming. Acknowledging that not all reports are criminal in nature, we can start by looking at the total number of police reports taken. We make the assumptions that the non-criminal reports stay fairly consistent from one year to the next. Making that assumption, we can then look at the actual crimes reported and their trends. Once we have looked at the statistical information, we can then compare one year to another and hopefully make some logical conclusions to determine the unit's productivity and any trends in criminal activity.

Most crime trends in McLean County actually decreased with the exception of burglaries, which increased from 60 in 2006 to 76 in 2007. The total number of reports taken was down by 1.5% in 2007 over 2006. Naturally, one would expect with such a small change in the number of reports being filed from one year to the next, the number of cases assigned to Investigators would have remained relatively similar. However, that was not the case. Cases assigned to C.I.D. have increased by 33%, which can be largely attributed to two factors. The first factor is the case assignment philosophy that was explained earlier. Because of this philosophy change by the current Sheriff, crimes committed in the county are not passed off to other agencies or divisions. The Sheriff's CID unit is fulfilling its responsibilities and obligations to the citizens of McLean County. Secondly, a proactive approach has resulted in more cases being generated by and assigned to CID investigators. Prior to 2007, the division was largely a reactive division, only investigating cases reported by the public. The investigators are now being allowed to take a more proactive approach to their job function, which has resulted in several officer-initiated investigations.

Criminal Investigations Division 2007 Annual Report (cont.)

In the 2006 year end report, it was predicted that a substantial increase in the statistical data would be seen in 2007. I believe this prediction has come to fruition and is supported by the data contained in this report.

The total number of reports taken was down by 1.5% in 2007 over 2006, going from 1557 in 2006 to 1535 in 2007, while cases assigned to investigators was up by 33%.

There were no *Homicides* in 2007 other than deaths related to motor vehicles. Those cases which involved traffic crashes were investigated by the accident investigation team. Other major crimes:

4 *Home Invasions* were investigated, which included one where the victim was at home when an unknown person broke in and shot the victim (case currently still pending), and another where the resident was kidnapped for the purpose of extorting money (suspect was apprehended)

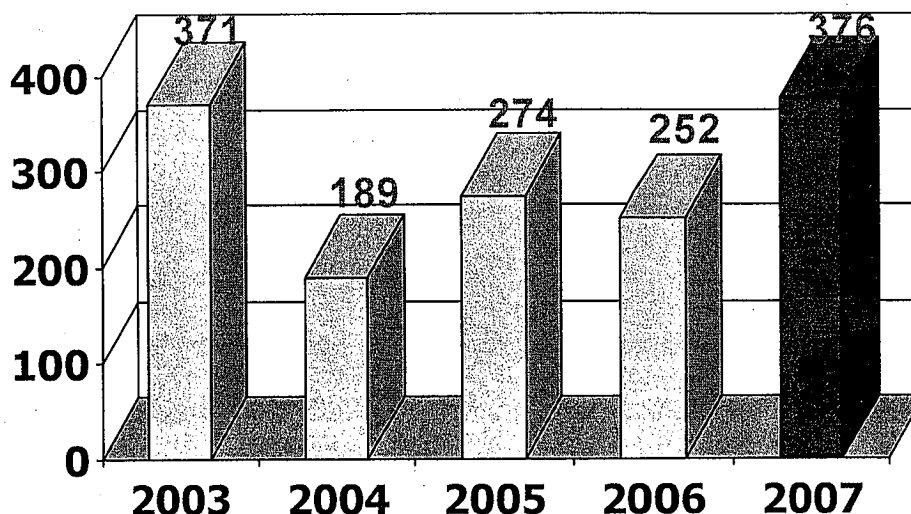
6 *Criminal Sexual Assaults* which is down from the 9 reported in 2006

76 *Burglaries*, which is up from the 60 reported in 2006

86 *Theft* reports, which is down from the 152 reported in 2006

Drug cases investigated by CID went up 92.85% going from 2 in 2006 to 28 in 2007. These cases included a case in which officers discovered one of the largest indoor cannabis grows found in Eastern McLean County.

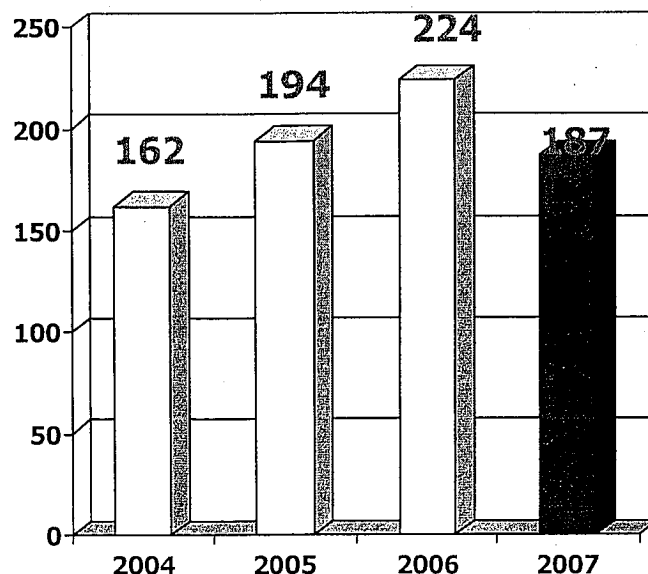
In 2007, the Criminal Investigation Division Commander had a 33 percent increase of cases assigned for investigations.



Specialized Units—Domestic Violence

Also under the oversight of the CID Commander is one officer who is assigned to investigate cases involving *Domestic Violence*. Obviously, due to the nature of the investigator's job, the number of cases assigned to him is limited to the number of Domestic Violence reports that are filed. This position is funded by a Domestic Violence grant which is shared by the State's Attorneys' Office and the Sheriff's Office. A total of 187 reports of Domestic Violence were assigned to the Domestic Violence Officer in 2007. Of those cases, 59 persons were arrested and charged with various crimes including: 74 counts of Domestic Battery, 3 counts of Aggravated Battery, 9 counts of Unlawful Restraint, 17 counts of Damage to Property, 13 counts of Disorderly Conduct, 8 counts of Violation of Orders of Protection. The Domestic Violence Officer also trained eight new deputies on proper procedures regarding investigating reports of Domestic Violence. He works directly with domestic violence advocates and other social service agencies.

Domestic Violence Reports



Domestic Related Crimes

Of the 187 Domestic Violence investigations, the crimes involved include:

- Domestic Violence / Battery
- Criminal Damage to property
- violations of Orders of protection
- disorderly Conduct
- unlawful restraint

United States Marshall's Service Fugitive Task Force

The Sheriff's Office supports and supplies one investigator to assist with the U.S. Marshal's Task Force, which is dedicated to tracking down and capturing fugitives from all over the U.S. who are wanted for very serious offenses. The Central Illinois Regional Task Force, which covers the area of Champaign, Bloomington, Peoria and their surrounding counties generated 1299 total cases. Of those cases, the local Bloomington unit handled 371 or 28.5%. Because of the local unit's hard work and dedication, three murder suspects were captured and a large number of other violent offenders who were wanted from all over the U. S. were taken off the streets of McLean County.

Task Force Six Investigations

The Sheriff's Office also supports the State's local drug task force. Task Force 6 is a multi-agency drug task force. This task force is composed of investigators from McLean County Sheriff's Office, Bloomington Police Department, Clinton Police Department, DeWitt County Sheriff's Office, Illinois State University Police Department, and the Illinois State Police. Operation Pyramid was the most significant drug operation of 2007. The McLean County Sheriff's Office investigator was the LEAD Agent on this case. Of those arrested, one suspect was charged federally and was sentenced to life in prison. Sixteen were charged at the State level. Of those 16 charged in the State's courts 11 have plead guilty to drug conspiracy charges, with the average sentence being 16 years in prison. One suspect went to trial and was found guilty. That defendant is still waiting to be sentenced, but is expected to receive at least a 25 year prison sentence.

Summary

The Officers assigned to C.I.D. are highly motivated investigators and, as predicted in 2006, the division's activity greatly increased. Although much of the work load from year to year is regulated by the number crimes that are reported, the division does have the opportunity to make a difference. I believe by making changes in the way we manage our cases, and by taking a proactive approach to the way we investigate, we can make a positive impact on the communities within McLean County. Our successes in 2007 are largely dependent on the men and women who have chosen law enforcement as a career and their dedication to that career. I strongly believe that by giving the officers the tools, guidance, technology and the freedom to actively investigate potential criminal activity, we are making McLean County a better and place to live.

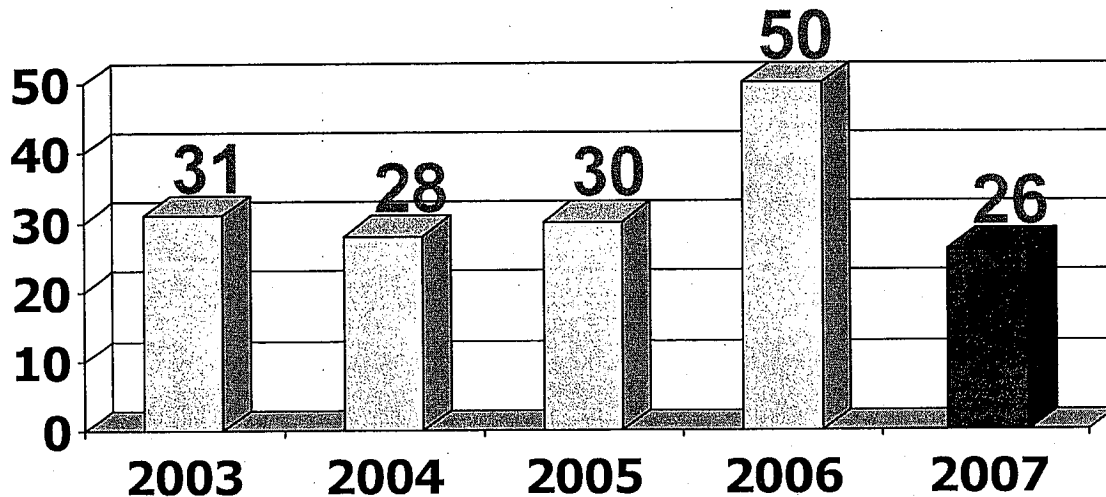
Now that the division is recommitted to taking a lead role in criminal investigations and case assignments have changed, we should no longer expect to see any spikes in the division's activity. Beginning in 2007, we have placed the division on the playing field and from here on out we anticipate that case assignment activity will more closely mirror the changes in the number of crimes reported. The officers and the commander are looking forward to another challenging year.

McLean County Sheriff's Office Index Crime defined

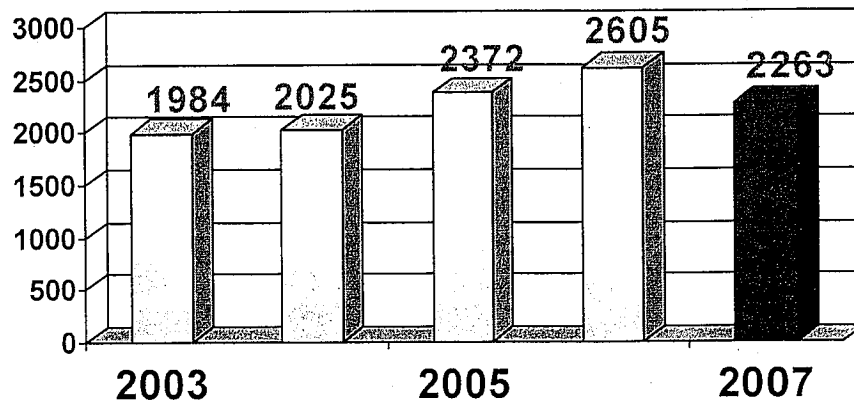
The index crimes used by the State of Illinois translate into the national programs eight Crime Index offenses as listed below right. In general these are the more serious crimes as defined by the International Association of Chiefs of Police Committee on Uniform Crime Reports.

ILLINOIS CLASSIFICATIONS	FBI-UCR CLASSIFICATIONS
1ST DEGREE MURDER	MURDER
2ND DEGREE MURDER	NONNEGLIGENT MANSLAUGHTER
CRIMINAL SEXUAL ASSAULT	FORCIBLE RAPE
ROBBERY	
ATTEMPTED MURDER	AGGRAVATED ASSAULT
AGGRAVATED ASSAULT	
AGGRAVATED BATTERY	
RITUAL MUTILATION	
BURGLARY	BURGLARY
THEFT	LARCENY/THEFT
BURGLARY FROM VEH.	
MOTOR VEHICLE THEFT	MOTOR VEHICLE THEFT
ARSON	ARSON

Index Crime Arrest Trend



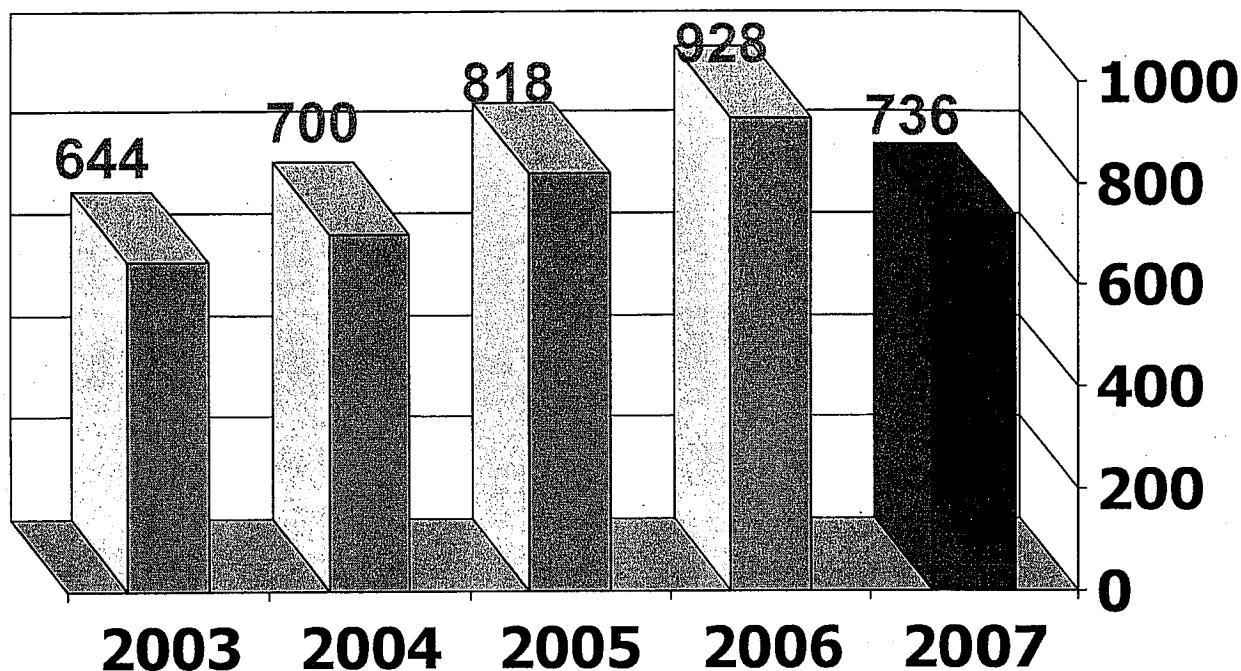
Crime Trend for All Crime



Arrests Charges

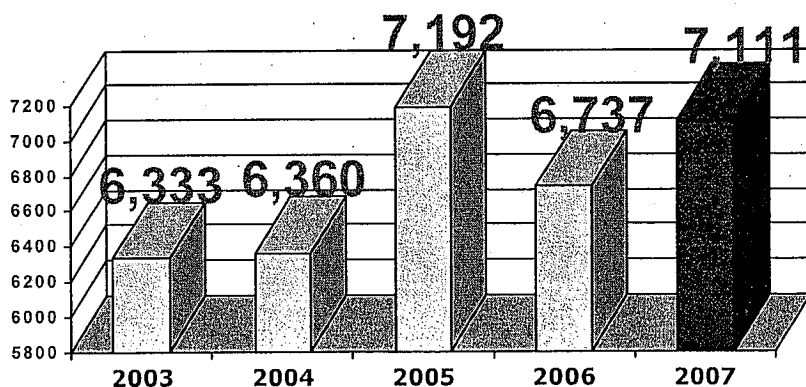
Based Upon Jail Field Arrests

(Note: Multiple charges per person can occur.)



Court and Building Security

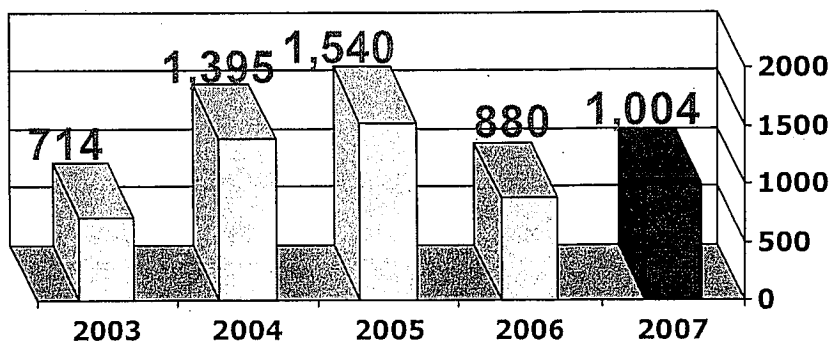
Prisoners Taken to Court



The Court Security Division is composed of six deputy Sheriff's and one sergeant. The sergeant is responsible for the day to day operation and assignments with oversight provided by the Support Services Commander. In 2007, Court Security conducted 7,111 inmate custody transports which reflects a 6 % increase over 2006.

In 2007 the Court Security deputies were responsible for serving 1,004 Court ordered warrants of arrest. In 2007 we experienced an increase of 13% over 2006.

Arrest Warrants Served by Court Security Officers



The support Services Commander is responsible for all training associated with Law Enforcement and Correctional staff. In order to provide professional services and maintain safety and security, it is important that our staff maintains a current knowledge of technical improvements and up to date changes in our statutory requirements.

The McLean County Sheriff's Office is a member of the Law and Justice Commission Mobile Team Unit 8 (MTU 8). MTU 8 is a subdivision of the Illinois State Law Enforcement Training and Standards Board. The Illinois Counties that are members of MTU 8 are McLean, Livingston, Ford and Iroquois. Total membership is approximately 420 officers from the four counties.

In 2007, the Support Services Commander was able to increase training days and hours for both Law Enforcement Officers and Correctional staff.

In 2007, deputies trained for a total of 493 days, which reflects an 18% increase over 2006. Correctional Officers trained for a total of 107 days which reflects a 43% increase over 2006.

This significant increase in training for the Correctional Staff is attributed to placing all department training under the jurisdiction of the Support Service Commander.

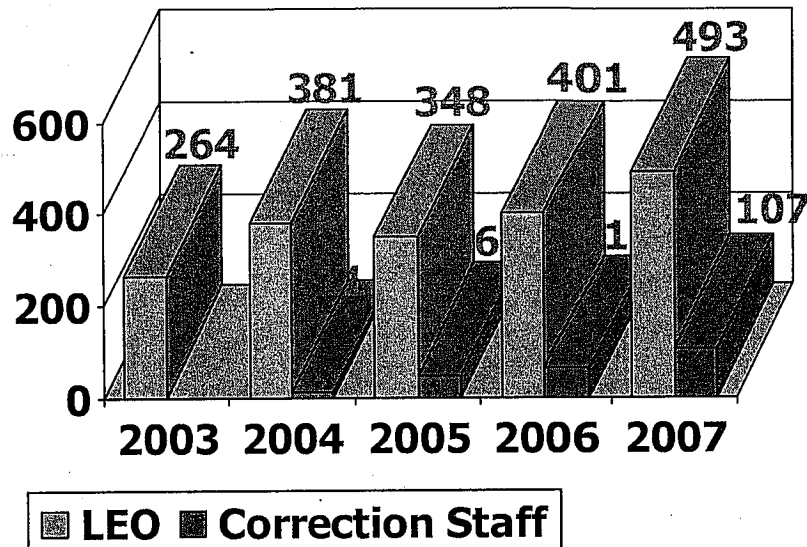
Support Services Division—Training



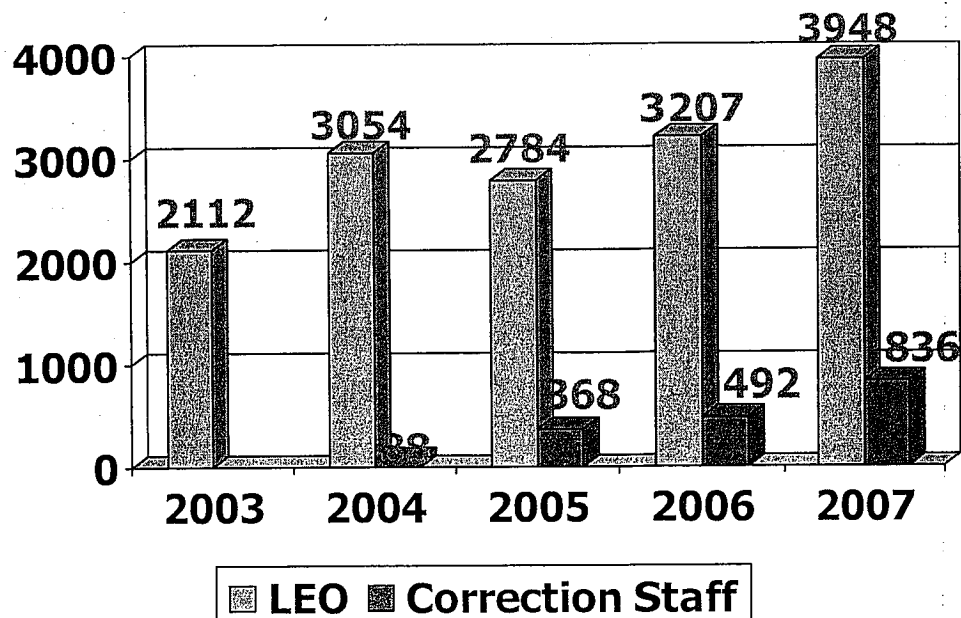
LAW & JUSTICE COMMISSION MOBILE TEAM #8

A Mobile Team Unit with Illinois Law Enforcement Training and Standards Board

Training Days



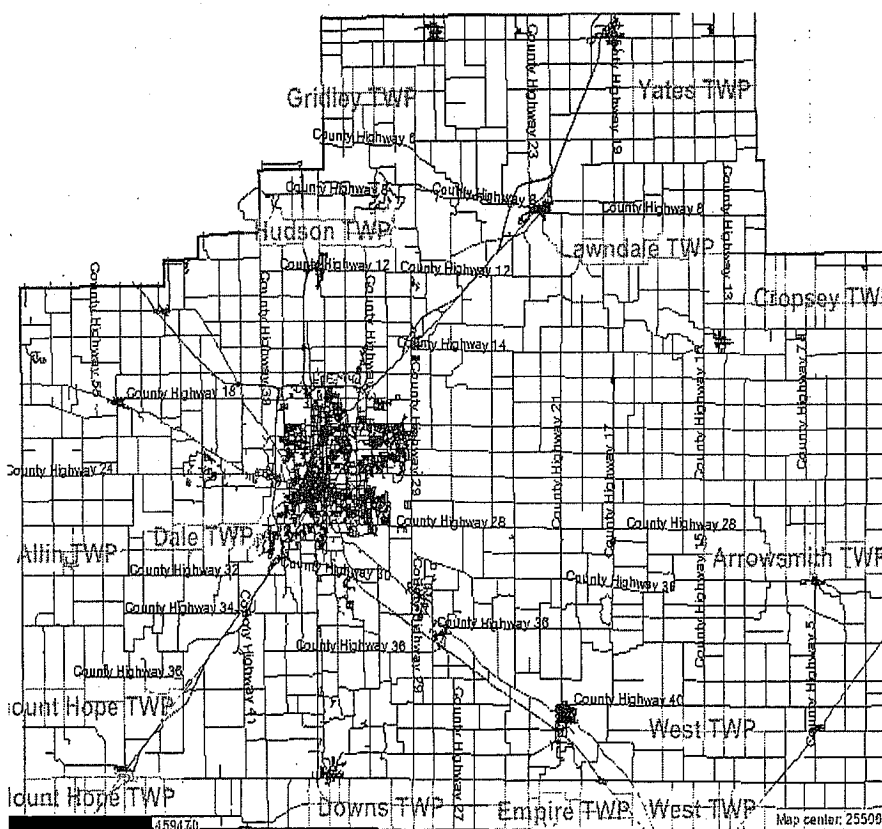
Patrol vs. Detention Facility Training Hours



The next major project that we worked on in 2007 was the *Mobile Data* project for the squad cars. The Sheriff's Office has had mobile data over the past several years. However, the current system that we use has become outdated, slow and unreliable. The current system, if damaged, is not cost effective to repair. The hardware in the squad cars was no longer supported by Motorola, which meant large expenditures of funds to replace equipment instead of repair. Therefore, it was decided to pursue the wireless connectivity aspect of mobile data. Throughout the course of the year, various meetings were held and testing was conducted countywide to ensure the viability of wireless data supplied by Verizon Wireless under the current State of Illinois contract. Working with McLean County Information Services, we began exploring options for mounting solutions and computers. After extensive research with other vendors we chose to use the LEDCO mounting system for the squad cars, and the Motorola "Tough Book" CF-30 computer as our Mobile Data Computer (MDC), which were bought from the existing State of Illinois contract. At the suggestion of Information Services, additional connectivity was established to allow Deputies in the field to receive county e-mail, integrated justice information (EJS) as well as other law enforcement related information via the intranet. With this capability, the squad car truly becomes more of a mobile office for the Deputy. Saving return trips to the building and allowing for more availability in the field. The first prototype MDC was set up for testing late December of 2007 with implementation expected in the first quarter of 2008.

Support Services Division—GIS Mapping

In 2007, the Sheriff's Department successfully worked with Information Services to bring on line the GIS mapping system. As a team effort, we were able to develop a sex offender mapping system for the Sheriff's Office. The purpose of the project was to plot where each sex offender in rural McLean County had established residency. From there, GIS personnel plotted where schools, churches, parks, playgrounds and daycares were located. Then to ensure compliance, they added a 500 foot buffer zone around the offender's residence on the map. This made it easier for our Deputies to pull up the mapping system and see if an offender was in violation for residing too close to one of the above mentioned locations. This also saved unnecessary trips to a location by the Deputies since the mapping system proved to be very accurate. As a result of the mapping system, there have been several arrests made by our office for non-compliance by offenders. The map is updated weekly or whenever there is new information available. After the success of this mapping program, the Sheriff is expanding the GIS capabilities to include traffic crashes in the county so deputies can view where the problem areas are and enforcement actions can be better utilized.



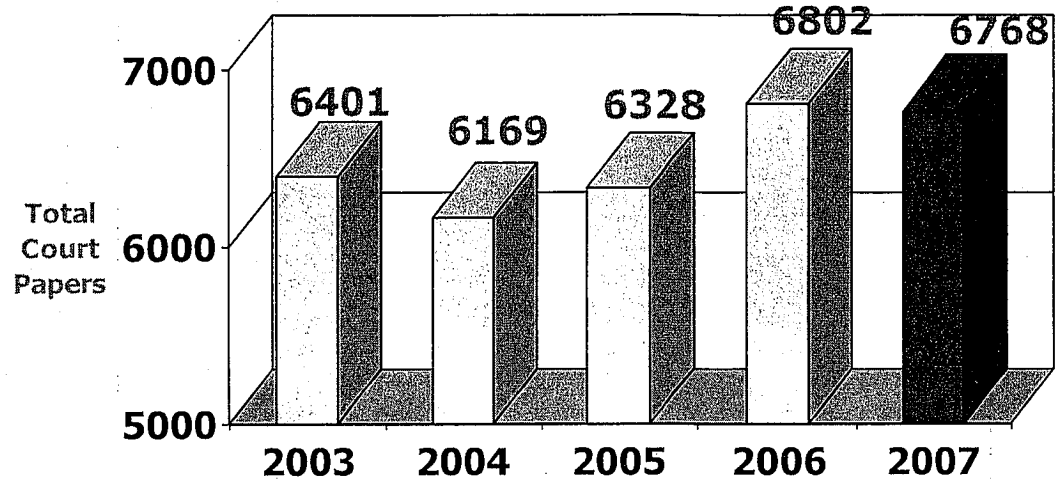
Support Services Division—Process

The Process Division of the McLean County Sheriff's Office consists of three full time sworn Deputy Sheriffs.

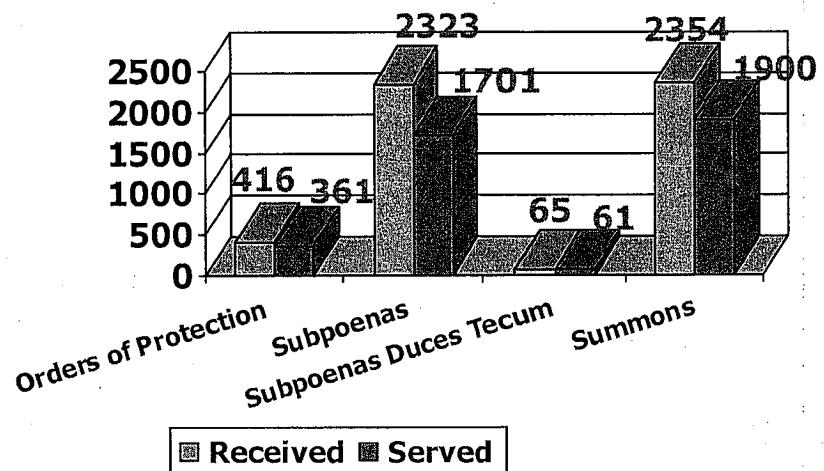
In addition to these three, the Patrol Division Deputies serve most of the process papers in the rural unincorporated areas of McLean County including the rural incorporated towns and villages.

Most notable in these statistics is the increase of evictions that the Process Division performed. In 2007 we experienced an increase of 16.5 percent over 2006. Each eviction requires the minimum of two Process staff members due to the nature of the service. Depending on the nature of the eviction, all three staff members may be required to be present.

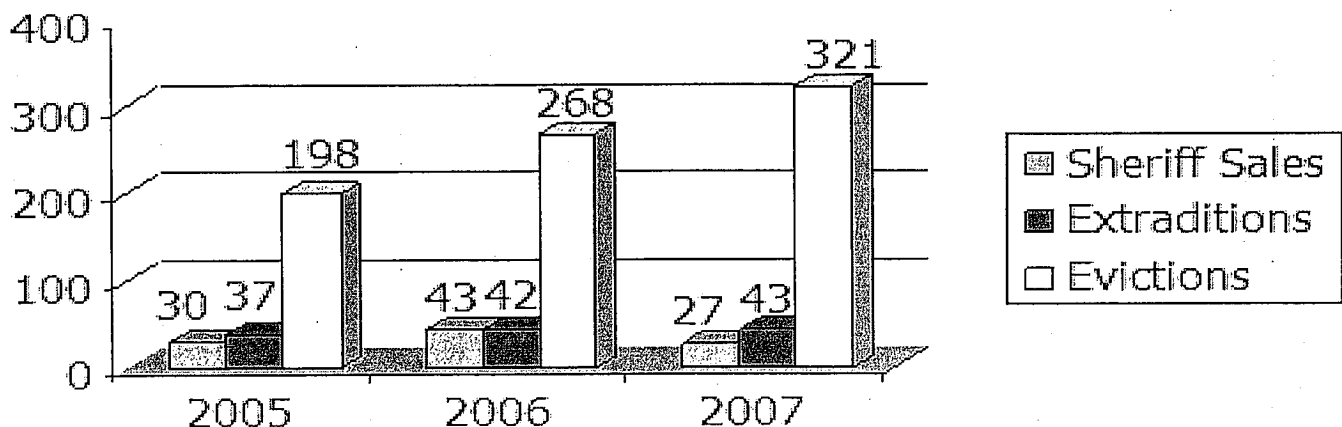
Civil Process Division



2007 Received vs. Served Court Papers



Sheriff Process Division



Division of Operations—DARE Officer

The McLean County Sheriff's Office continues to provide DARE training to our youth in the rural schools. In 2007, our DARE program provided twelve classes lasting ten weeks each. Below is a summary of services provided:

- 71 Heyworth 5th graders,
- 56 Leroy 6th graders,
- 44 Olympia 5th graders,
- 82 Tri-Valley 5th graders, and
- 57 Hudson 2nd graders

In addition to DARE, this Office participates in the Tri-County Operation Cool. Operation Cool promotes seatbelt use among high school drivers. Strict compliance to seatbelt usage during the school year enables students to participate in a drawing at the end of the school year for a donated new car.

Operations

The Operations Commander is directly responsible for conducting pre-employment background checks on potential new hires. In 2007, 20 pre-employment investigations were conducted along with four background investigations on potential college interns. All four interns successfully passed the background and were given the opportunity to intern with the Sheriff's Office.

**Office of the Coroner
McLean County
FEB 2008 REPORT**

	FEB 2008	FEB 2007	TYTD 2008	LYTD 2007
<i>Cases</i>	87	67	172	162
<i>Autopsies</i>	12	7	21	14
<i>Out/County Autopsies</i>	12	17	33	22
<i>Inquests</i>	2	3	4	10
<i>Coroner Rule</i>	5		10	

FEB TOTAL DEPOSITS

<i>Copy Fees</i>	\$ 500.00
<i>Morgue Fee</i>	2,628.00
<i>Reim/Services</i>	84.43
<i>Paid to Facilities Mgt</i>	1,427.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 1

Medical/Sudden death – 7

Homicide – 2

Other (pending tox. & autopsy results and/or inquest ruling) – 2

OPEN DEATH INVESTIGATIONS

Traffic Crash – 4 Homicide – 2

Medical/Sudden death – 8 Other/Pending - 9



COURT SERVICES

Roxanne K. Castleman, Director

Law & Justice Center, 104 W. Front Street, 7th Floor

P.O. Box 2400 Bloomington, IL 61702

Adult Division

Room 700

Ph: (309) 888-5360

Fax: (309) 888-5434

Juvenile Division

Room 701

Ph: (309) 888-5370

Fax: (309) 888-5831

Extended Day

Room 703

Ph: (309) 888-5370

Fax: (309) 888-5831

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

cc: Honorable Chief Judge Elizabeth A. Robb

Date: March 25, 2008

Re: Justice Benefits Inc.

The McLean County Board has approved a contract between the McLean County Sheriff's office and Justice Benefits Inc. to seek federal reimbursements funds for the Sheriff's department. Justice Benefits is also able to seek Title IV-E Administrative Claims funds for Mclean County Court Services, Juvenile Division. Through this contract Justice Benefits would implement a time keeping system and prepare and submit the Enhanced Title IV-E Administrative Claims for the juvenile probation division.

At the current time there are four (4) counties in Illinois that have been authorized to collect these federal funds. The Illinois Department of Human Services is the state fiscal agent for this fund though they do not currently have enough resources to add counties. The Illinois legislators however, are currently discussing adding funds to the Department of Human Services budget to increase the number of counties that would be able to seek Title IV-E funds.

When McLean County is able to collect Title IV-E funds a 3rd party, such as Justice Benefits would be needed for the administrative paper work needed by the federal government. I have attached a one page addendum to the McLean County Sheriff's Department's contract with Justice Benefits for your review and approval.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

INITIATIVE: Juvenile Probation's Title IV-E Administrative Claims

A) Description of JBI's Contribution:

JBI recognizes that the Court and McLean County, Illinois Juvenile Probation Department could file a federal Title IV-E Administrative Claim. This would generate federal reimbursements quarterly for services the Court staffs are already performing. JBI will work with the state to get an IGA in place. Then we will define and document reimbursable activities of Juvenile Probation staff. In the process, JBI will implement a time keeping system, and prepare and submit Enhanced Title IV-E Administrative Claims for the Juvenile Department.

B) Claims submitted:

No claims yet submitted by JBI.

C) Total Increased Reimbursements expected:

Unknown until cost allocation plan developed and data collected.

D) Fee Structure:

JBI will be paid its fees per its contract with the Court and McLean County, Illinois on all amounts generated from this program.

E) Agreed, JBI may proceed with this Initiative:

McLean County, Illinois:

Name

Date

Title

Justice Benefits, Inc.:

Kimberly King
Senior Vice President- Business Development

Date

February 2008

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Supervision Unit, 3 PSI Officers, and 1.5 Intake Officer

Total Caseload – 856 (878 last month)

Average caseload per officer 122 (125 last month)

Presentence Reports Completed – 23 (31 last month)

* Total Workload Hours Needed – 1352.00 (1454.80 last month)

** Total Hours Available - 1650.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (11.5 officers working 150 hours each per month)

AOIC workload standards indicate **an additional -2.49 adult officers are needed.** (-1.80 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 163 (162 last month)

Average caseload per officer 41 (36. last month)

Social History Reports Completed – 16 (13 last month)

* Total Workload Hours Needed – 685.00 (647.00 last month)

** Total Hours Available 600.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 0.57 juvenile officers are needed.** 0.31 last month)

EARLY INTERVENTION PROBATION (EIP)

2 Person unit with a maximum caseload of 30

Total caseload 19

Social History Reports 4

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload – 54 (54 last month)

February 2008

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 34 (36 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 10 (15 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 15 (34 last month)

Total Caseload Informal Probation – 33 (27 last month)

Total Intake Screen Reports (juvenile police reports received) 123 (112 last month)

COMMUNITY SERVICE PROGRAM

2 person unit

Total Caseload Adult - 545 (537 last month)

Total Caseload Juvenile – 43 (45 last month)

Total Hours Completed Adult – 3893.00 (\$20,438.25 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 150.00 (\$787.50 Symbolic Restitution \$5.25)

Total Worksites Used – 43 (43 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 115 (70 last month)

Total Court Supervision/Conditional Discharge Caseload – 600 (573 last month)

PRETRIAL RELEASE PROGRAM

1 person unit

Total number bond reports submitted – 22 (28 last month)

Total number of defendants released - 10 (15 last month)

DRUG COURT

2 person unit

Total number in program – 28 active (30 last month)

2008
JUVENILE DETENTION CENTER
MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0										
11	0	0										
12	0	0										
13	2	1										
14	3	1										
15	4	2										
16	7	8										
17	2	2										
18												
Sex of Minors Detained												
Male	16	14										
Female	2	0										
Race of Minors Detained												
Caucasian	8	6										
African-American	9	8										
Hispanic	1	0										
Offenses of Which Minor was Detained												
Dispositional Detention	1	2										
Warrant	3	3										
Aggravated Assault with Firearm	0	1										
Aggravated Battery	0	1										
Court Ordered	1	0										
Domestic Battery	4	2										
Hold for Placement	0	1										
Home Invasion	1	0										
Intimidation	0	2										
Possession of Controlled Substance on School Grounds	1	0										
Possession of Like Alike Substance	1	0										
Request for Apprehension	3	1										
Residential Burglary	3	0										

2008

[illegible]

2008
Juvenile Detention Center

Out of County

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0									
11	0	0	0									
12	1	0	0									
13	0	0	0									
14	0	4	4									
15	6	4	4									
16	8	6	6									
17	1	0	0									
18	0	1	1									
Sex of Minors Detained												
Male	14	14										
Female	2	1										
Race of Minors Detained												
Caucasian	13	14										
African-American	3	1										
Hispanic	0	0										
Offenses of Which Minor was Detained												
Dispositional Detention	5	9										
Warrant	3	3										
Aggravated Battery	2	0										
Aggravated Criminal Sexual Abuse	1	0										
Burglary	1	0										
IDJJ	1	1										
Motor Vehicle Theft	1	0										
Probation Violation	1	0										
Residential Burglary	1	0										
Sexual Contact with an Animal	0	1										
Unlawful Use of Weapon	0	1										
Residence of Minors Detained												
Bureau	1	1										
Jefferson	1	0										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

2008

[illegible]

April 7, 2008

McLean County Board
Justice and Public Safety Committee
Bloomington, IL 61701

Re: Monthly Caseload - MONTH ENDING February 29, 2008

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2007	MONTHLY TOTALS 2008	YTD TOTALS 2007	YTD TOTALS 2008	% CHANGE YTD
FELONIES	61	68	178	169	<5%>
MISDEMEANORS	83	140	203	214	5%
DUI	15	22	47	56	16%
TRAFFIC	56	55	147	91	<62%>
JUVENILE	15	20	45	41	<10%>
(DELINQUENT)	7	11	16	22	27%
(ABUSE/NEGLECT)	8	9	29	19	<53%>
MENTAL HEALTH CASES	6	2	22	10	<120%>
Involuntary Commitment	5	2	19	10	<90%>
Medication Compliance Orders	1	0	3	0	<100%>
POST-CONVICTION & SVPCA CASES	0	0	0	0	0
TOTAL	236	307	642	581	<10%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING February 29, 2008**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	RON LEWIS	7	17	2
F	JAMES TUSEK	0	12	6
F	CARLA HARVEY	8	20	3
F	BRIAN MCELLOWNEY	8	17	4
F	JOHN WRIGHT-C	6	14	N/A
F	TERRY DODDS-C	7	15	N/A
F	DAVID RUMLEY-C	5	13	N/A
F	KELLY HARMS	25	51	2
M	KELLY HARMS	0	0	0
F	MATTHEW KOETTERS	4	9	0
CM	MATTHEW KOETTERS	69	99	3
F	JENNIFER LOCKE	0	0	0
CM	JENNIFER LOCKE	71	102	4
CM	AMY RUPIPER	0	0	0
DUI	AMY RUPIPER	15	33	0
TR	AMY RUPIPER	26	42	0
DUI	BARBARA BAILEY	7	23	0
TR	BARBARA BAILEY	26	46	0
JD	ART FELDMAN	11	22	4
JA	KELLY STACEY	6	12	N/A
JA	ROB KEIR	4	11	N/A
JA	ALAN NOVICK-C	3	3	N/A
PC/SVP	KEITH DAVIS-C	0	0	N/A
PVT	PRIVATE COUNSEL-CF	14	36	N/A
PVT	PRIVATE COUNSEL-CM	8	12	N/A
PVT	PVT COUNSEL-DUI/TR	15	21	N/A
W/D	WITHDRAWN-CF	2	5	N/A
W/D	WITHDRAWN-CM	3	3	N/A
W/D	WITHDRAWN-DUI/TR	0	1	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

February 2008 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	41	91	41
PLEA / LESSER	14	1	0
BENCH TRIAL / WIN	0	3	0
BENCH TRIAL / LOSS	0	0	0
JURY TRIAL / WIN	1	0	0
JURY TRIAL / LOSS	0	0	0
DISMISSED / UPFRONT	1	7	4
DISMISSED / TRIAL	0	3	0
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	0	11	6
PRIVATE COUNSEL	14	8	15
PLEA / BLIND	6	2	0
REFILED AS FELONY	0	0	0
WITHDRAWN	2	3	0
DIRECTED VERDICT	0	0	1
P.D. DENIED/NOT RECOMMENDED	1	3	0

McLean County State's Attorney's Office 2008 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2008 YTD 2007 YTD 2007 Total 2008 Projected

CRIMINAL

Felony	114	146	85										345	335	1,413	1,481
Misdemeanor	174	233	172										579	599	2,565	2,486
Asset Forfeiture	9	23	5										37	30	125	159
Mental Health	14	12	12										27	111	198	116
Family Totals	54	63	41										158	154	751	678
Family	31	34	25										90	91	479	386
Order of Protection	23	29	16										68	63	272	292
Juvenile Totals	26	24	28										78	64	347	335
Juvenile	0	1	0										1	0	3	4
Juvenile Abuse	13	12	24										49	33	190	210
Juvenile Delinquency	13	11	4										28	31	154	120
Traffic Totals	2,385	3,147	2,336										7,868	7,946	35,053	33,786
Traffic	2,289	3,077	2,269										7,635	7,753	34,199	32,786
DUI Traffic	96	70	67										233	193	854	1001

CHILD SUPPORT

Paternity cases filed	9	2	9										20	28	131	86
Paternity cases established	4	6	11										21	29	102	90
Paternities excluded	1	0	4										5	8	27	21
Support Orders entered	66	52	108										226	175	800	970
Modification proceedings filed	17	12	16										45	34	229	193
Modification proceedings adjudicated	19	8	30										57	41	205	245
Enforcement actions filed	46	44	68										158	95	595	678
Enforcement actions adjudicated	85	84	133										302	264	1,062	1,297
Hearings set before Hearing Officer	81	30	127										238	249	959	1,022
Orders prepared by Hearing Officer	74	30	126										230	229	866	988

2008 Projected = (2008 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

March 25, 2008

STATE'S ATTORNEY:

Beginning Balance 01/01/2008	\$ -21,518.23
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>5,519.90</u>
Total Funds Available	\$ <u>-15,998.33</u>
Expenditures	<u>1,733.86</u>
Fund Balance 03/25/08	\$ <u>-17,732.19</u>

SHERIFF:

Beginning Balance 01/01/2008	\$ 27,971.76
Revenue	<u>8,551.72</u>
Total Funds Available	\$ <u>36,523.48</u>
Expenditures	<u>400.00</u>
Fund Balance 03/25/08	\$ <u>36,123.48</u>

TOTAL FUND BALANCE	March 25, 2008	\$ 18,391.29
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McLean County Child Protection Network

200 W. Front St., Suite 500B

Bloomington, Illinois 61701

Phone: 309-888-5656

Fax 309-888-4969

Children's Advocacy Center
with satellite offices in
Livingston and DeWitt Counties
CASA of McLean County
and Livingston County

March 24, 2008

Esaw Peterson
Chairperson
Joe Gibson
William Yoder
Dr. Kathy Widerborg
Daniel Norris
Lynn Fewkes
John Elliott
Bruce Patterson
Barb Nunemaker
Amy Calhoun
John Rexroad
Mike Emery
Mark Dabbs

Staff:

Judy Renner
Executive Director
Mary Whitaker
Laura Beavers
Associate Director
Tanisha Anderson
Pam McClure
CASA Case Manager
Margie Jordan
Susan Thomas
Family-Child Advocate
Jo Sipes
Multi-County Coordinator
Kathy Patterson
Administrative Assistant
Sharon Klingman
Crisis Interventionist
Suzanne Geller
Assistant States Attorney

Billie Larkin
Founding Director
Est. 1995

The Honorable Members of the Justice Committee
McLean County Board
Government Center, Room 401
115 East Washington Street
Bloomington, Illinois 61702-2400

Attention: John Zeunik, County Administrator

Re: Children's Advocacy Center Fee Ordinance Proposal

Dear Mr. Zeunik:

On behalf of the Children's Advocacy Center, and with the support of the McLean County Child Protection Network, we would ask that the McLean County Board consider adopting the legislation contained in Public Act 095-0103, allowing counties in which a Children's Advocacy Center operates, to assess a mandatory fee ranging between \$5 and \$30, payable by the defendant on court cases where there is a judgment of guilty or a grant of supervision for any felony, misdemeanor, petty offense (including traffic), and business offense. **We are proposing that McLean County adopt a minimum mandatory fee of \$10 on all types of cases listed above.** This would create a much needed dedicated funding stream for McLean County's Children's Advocacy Center.

As you are certainly aware, the Children's Advocacy Center provides a vast array of services for McLean County children when there has been an allegation of sexual or serious physical abuse. Those services include, but are not limited to, forensic interviewing of children, victim advocacy, counseling for the victims and their non-offending family members, medical exams for the children when appropriate, and CASA services for children involved in the abuse/neglect courtroom. In 2007 alone, the advocacy center saw 318 children, a 13% increase over last year. Our CASA program trained new volunteers and advocated for 174 children within the foster care system during 2007. All of this was done on a very meager budget.

While we are one of the few centers in the state that receive monies from the county's tax base (.00398 of each cent in property taxes), that revenue only assists in paying approximately one-quarter of the center's expenses. The remaining three-quarters of the budget is pieced together from grant funds and fundraising efforts through the Child Protection Network, the 501c3 associated with us. The reality of the situation is that the **only guaranteed funding stream at this center (from the county tax base) essentially covers only my salary and Mary Whitaker's salary. The remaining 7.5 staff members' salaries are completely dependent on grant funding, as are the daily operating expenses.**



Children's Advocacy Centers statewide have not received any funding increase from the Illinois Department of Children and Family Services since 2002, yet the number of child victims that we service continues to rise dramatically. The Illinois Criminal Justice Authority (Victims of Crime Act funds), one of our three major grant funders, has already notified us to expect a statewide 20% reduction in 2008. Other funders are warning that this is the new wave to come. If this Center is unable to find a guaranteed revenue source, and the grant monies are reduced, staff and services will have to be cut dramatically. Each of our programs are operating at maxed capability. In particular, the CASA program, which began in 1996 at the request of the McLean County Judiciary, and has not received any funding from the county, has reached it's staff-to-case volunteer ratio, based on National CASA standards. The adoption of this proposed ordinance would allow the Children's Advocacy Center to meet current demands and also expand to offer services that we currently would like to explore, but have neither the staff, nor time to offer as things currently exist. If our staff did not have to spend their time and resources always looking for the next grant resource simply to make ends meet, the sky is really the limit on what the Children's Advocacy Center and CASA program could offer to McLean County.

I encourage you to consider the significant services we offer to these children, as well as to the process of law enforcement investigation and the judicial system through our use of a multi-disciplinary team approach to reduce trauma, and the CASA program. Since opening our doors in 1991, the Center has been involved in well over 3000 investigations of child abuse in McLean County. The CASA program, established in 1996, has trained and supervised over 400 advocates for children thus far. As I am certain you would agree, McLean County, as a whole, has benefited greatly from the development and growth of the services offered through the Children's Advocacy Center and CASA program over the last decade plus. While our Center enjoys tremendous community support, we need help to continue in our mission's efforts. We certainly do not wish to be forced to downsize our services to the children of McLean County. Please aid us in our endeavor to continue providing quality care.

In order to assist you in your discussions of our proposal, we are providing you with the following documentation:

- *Proposed Ordinance
- * Letter of Support and Funding Explanations from State CACI Director Billie Larkin
- * Letter of Support from State's Attorney Bill Yoder
- * Letter from Illinois Criminal Justice Authority regarding VOCA reduction in funds
- * Estimated Fee Revenue Chart
- * CAC Funding Source Chart (2003-2008E)
- * CAC Budget Graph detailing Revenue and Expenditures (2003-2008E)
- * CAC Case Activity Graph detailing Number of CAC interviews and
CASA children served (2003-2008E)
- * 2007 CAC statistics
- * 2007 CASA statistics
- * Agency Organizational Chart
- * House Bill 1391 (now Public Act 095-0103)

You will see from the letters of support offered by State CACI Director Billie Larkin and State's Attorney Bill Yoder that they, too, understand our significant financial constraints and join us in our recommendation that McLean County adopt a CAC Fee Ordinance establishing a minimum of a \$10 fee to all eligible cases. I believe the proposed fee revenue chart alone shows you how significant a dedicated fund figure could total.

The Honorable Members of the Justice Committee
Page Three
March 24, 2008

I would like to take this opportunity, in advance, to thank you for your ongoing support of the McLean County Children's Advocacy Center, as well as your kind consideration of this proposal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Judy Renner".

Judith L. Renner
Executive Director

Enclosures

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
SETTING A \$10.00 FEE TO BE CHARGED BY THE
McLEAN COUNTY CIRCUIT CLERK FOR THE
CHILDREN'S ADVOCACY CENTER**

WHEREAS, The Counties Code 55 ILCS 5/5-1101 allows a County Board to enact certain additional fees; and,

WHEREAS, Public Act 095-0103 amends Section 5-1101 of the Counties Code allowing a County Board to enact by ordinance additional fees to finance Children's Advocacy Centers; and,

WHEREAS, Section 5-1101 (f-5) provides that a County Board may adopt a mandatory fee of between \$5 and \$30 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center; and,

WHEREAS, the County Administrator has determined that a fee of \$10 is necessary to adequately fund the Children's Advocacy Center; and,

WHEREAS, the County Administrator and the McLean County State's Attorney have carefully reviewed Public Act 095-0103 and have recommended to the Justice Committee that the McLean County Circuit Clerk fees be adjusted in accordance with Public Act 095-0103; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, April 1, 2008, recommended that the fees charged by the McLean County Circuit Clerk be adjusted in accordance with Public Act 095-0103; and, now therefore,

BE IT ORDAINED by the McLean County Board as follows:

That the McLean County Circuit Clerk fees are hereby amended by the addition of a \$10 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the Children's Advocacy Center Fund for the operation and administration of the Children's Advocacy Center; and,

BE IT FURTHER ORDAINED, that this Ordinance shall not supersede any other Ordinance enacted by the McLean County Board, which establishes and sets fees to be charged for other services not previously listed and provided by the Circuit Clerk.

The County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit, the McLean County Circuit Clerk, the County Administrator, and the First Assistant State's Attorney, Civil Division.

This Ordinance shall become effective as of May 1, 2008.

ADOPTED by the McLean County Board this 15th day of April, 2008.

ATTEST:

APPROVED:

Peggy Ann Milton,
Clerk of the McLean County Board

Matt Sorensen, Chairman
McLean County Board



To: The Honorary Elizabeth Robb
FR: Billie Larkin
RE: HB 1391

Judy Renner indicated that you needed clarification on HB 1391 and most particularly the health of CACs in the State of Illinois as it relates to grant dollars.

As part of my new position, I sit on many different commissions, boards and impact panels. This September I had to make a tough vote along with about 20 other organizations to move to the Illinois Criminal Justice Information Authority Board of Directors our recommendations to made up to a 20% cut in funding to ALL programs across the state of Illinois. ICJIA simply has greater need than resources and the monies coming in from the Federal sources are being severely limited for many reasons. While that decision was difficult, the alternative of cutting programs in the state seemed even a worse case scenario. Next week I am scheduled to participate with IVPA in the same kind of cost cutting strategic planning.

Through many parts of the state I am all too familiar with sagging budgets for Children's Advocacy Centers. In McLean County we have not received any increases from our largest grantor, DCFS, since 2000. In fact we received, as did many CACs a funding cut. At the same time children seen in McLean County, according to the most recent DCFS report I have just seen, were at 303 for the FY 2007.

HB 1391 was a result of meetings we held in McLean County with our funders, grantors, law enforcement officials, DCFS, city and county administration. We are trying very hard to balance the over reliance on the governmental grants and at the same time ask for participants in the crime to take action. As Senator Linda Holmes, Republican Senator from Will County suggested, "it is time for the criminals to help repair the overload of the system they helped to create".

The CACs in the state are not asking for a great deal of money, the small amounts they would get from HB 1391 county wide acceptance would move to making them flush. Starting the 8th year without an increase from the major funders simply means sometime in the very near future, cuts to staff and services to victims will have to be considered. HB 1391 is a small means, without taxing anyone too strenuously, a way to help stabilize their budgets.

I take very seriously my responsibilities of bringing in new sources of funding streams to CACs in the state and we are working with funders and working on some innovative non-governmental, non-grant approaches to those issues. It takes time, patience as you know is not my greatest strength, and a financial plan for the state is in being put in place.

If you would like to meet with me or have further discussion I would be happy to arrange a stop in McLean County. If you would like statistics or other information I would be happy to supply. I do call on you to accept and endorse HB 1391 and what it means to the residents of your district.

Billie

A Chapter of the National Children's Alliance

WILLIAM A. YODER

McLean County State's Attorney

Law and Justice Center, Room 605
104 West Front Street, P O Box 2400
Bloomington, Illinois 61702-2400
Telephone: (309) 888 - 5400
FAX number: (309) 888 - 5429
E-mail: bill.yoder@mcleancountyil.gov

January 23, 2008

Re: The McLean County Children's Advocacy Center

To Whom It May Concern:

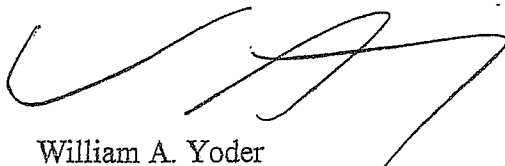
Please accept this letter in support of the McLean County Children's Advocacy Center and the request for the assessment of a court cost supporting its operation pursuant to Public Act 095-0103.

For five years, I have worked closely with the Advocacy Center as it pursues its mission of protecting children. Over that same span of time, I have consistently maintained that the McLean County Advocacy Center is the best in the state, if not the nation. While maintaining its high standards, I have also witnessed the constant struggle to find sufficient funds to continue to operate.

The Children's Advocacy Center plays a far too important role in the protection of children from physical abuse and sexual predators to have its very existence depend, to a large extent, on temporary grant funding or citizen donations. The Legislature has also seen the importance of Advocacy Centers statewide and enacted the legislation necessary to provide a stream of funds to ensure their continued existence.

I fully support the imposition of a court cost on all criminal, traffic, and business offenses, both for convictions and court supervision dispositions. Further, I would support the imposition of said court cost at the higher end of the \$5-\$30 dollar range for all criminal, DUI, business, and major traffic offenses and at the lower end on all petty traffic offenses.

Thank you for your consideration.



William A. Yoder
McLean County State's Attorney



**ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

Mary Whitaker
Assistant Director of Operations
McLean County Child Protection Network
200 West Front Street
Suite 500-B
Bloomington, Illinois 61701

Dear Victim of Crime Act grantee:

This letter is to notify you of recent funding decisions concerning future designations made out of the Victims of Crime Act (VOCA) 2008 award. As many of you may know, the 2007 award received by the Illinois Criminal Justice Information Authority was lower than expected. Because of the flexibility made possible through the use of undesignated funds from prior years' awards, ICJIA was able to maintain the funding levels for its grantees throughout the most recent funding period. We now are anticipating that the 2008 award amount will either be at the same reduced funding level that was received in 2007, or it may even be at a lower dollar amount.

In preparation for the possibility of cuts in program funding that we expect will be required because of recent reductions in VOCA awards, ICJIA convened the Victim Services Ad Hoc Committee (VSAHC) to discuss these reductions and their effects on all VOCA-funded grants. At its October 09, 2007 meeting, the VSAHC recommended to the ICJIA Budget Committee, which on October 24, 2007 approved staff recommendations to continue all previously funded programs at the same percentage of the total federal award to ICJIA for 2007 and 2008.

It is anticipated at this time that all programs should expect a 20 percent reduction from their previous designations. In the unlikely event that the 2008 VOCA award is more than expected, the designations will receive a smaller reduction than 20 percent. If a program has historically reported lapsing funds, or has previously not met its program goals, its reduction may be larger. These recommendations will be made on a grant-by-grant basis by ICJIA staff before the final recommendations are made to the ICJIA Budget Committee for approval.

Once the 2008 VOCA award has been received we will be able to determine what cuts are needed to continue funding for your programs. You will be notified of your recommended designation as soon as the determination is made. If you have any questions please feel free to contact your program monitor.

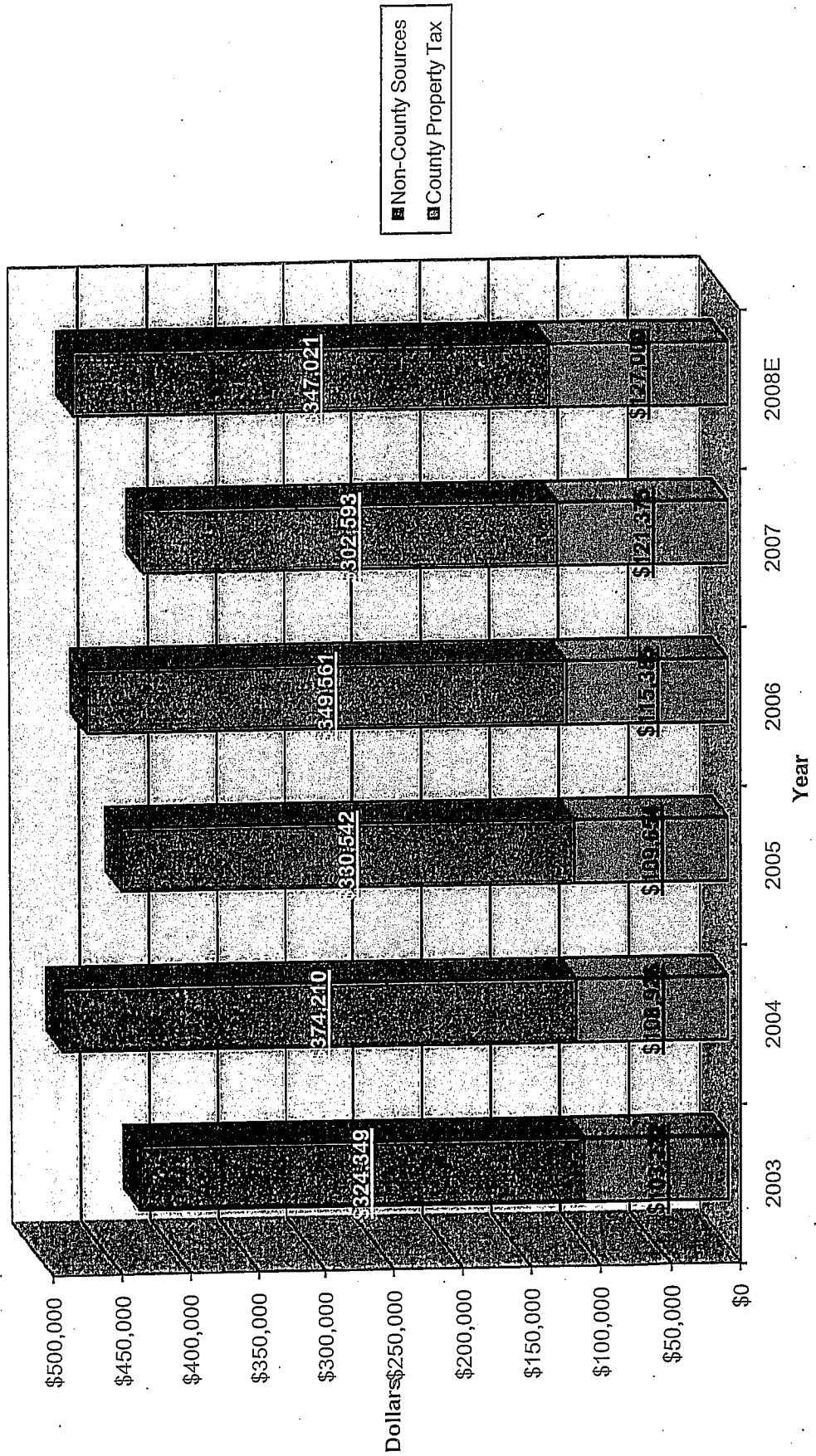
Thank you for your patience,

Sincerely,

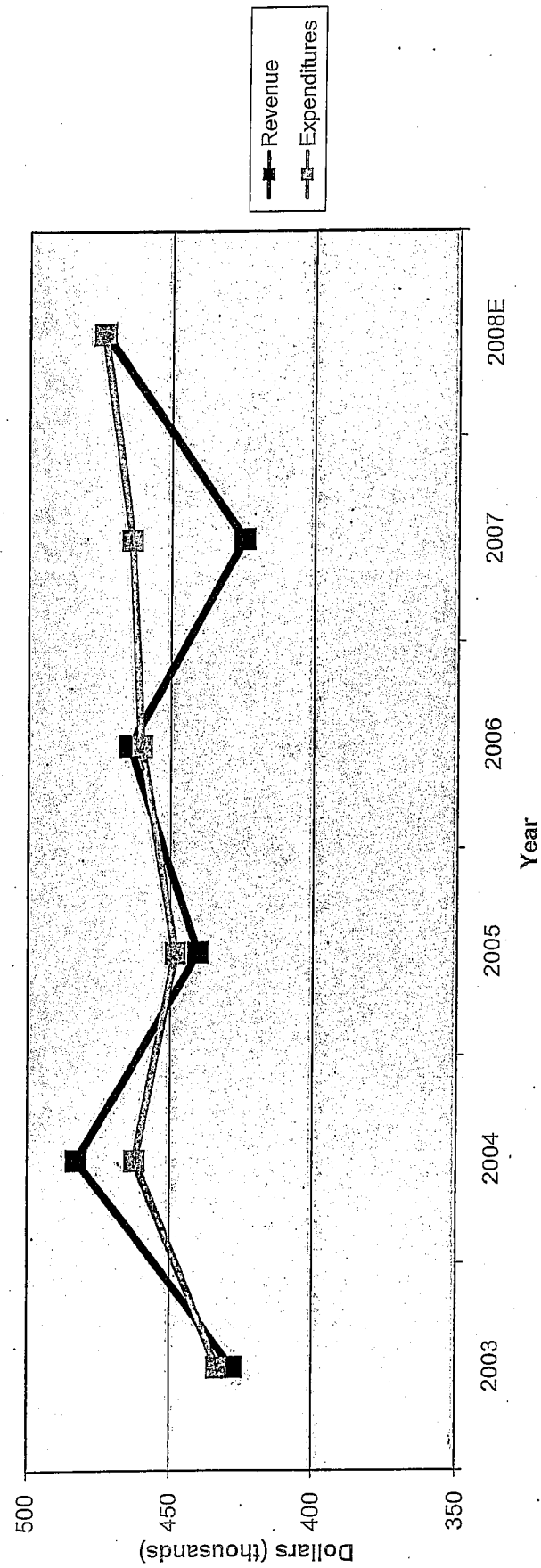
Ronnie J. Reichgelt
Victim Services Program Administrator
Federal and State Grants Unit

Year	Case Type	Convicted	Supervisor	Both	Total	\$5.00	\$10.00	\$15.00	\$20.00	\$25.00	\$30.00
2006	CF	1016	4		1020	\$5,100	\$10,200	\$15,300	\$20,400	\$25,500	\$30,600
	CM	1001	708	12	1721	\$8,605	\$17,210	\$25,815	\$34,420	\$43,025	\$51,630
	Total				2741	\$13,705	\$27,410	\$41,115	\$54,820	\$68,525	\$82,230
2007P	CF	1047	9		1056	\$5,280	\$10,560	\$15,840	\$21,120	\$26,400	\$31,680
	CM	885	813	1	1699	\$8,495	\$16,990	\$25,485	\$33,980	\$42,475	\$50,970
	TR	5200			5200	\$26,000	\$52,000	\$78,000	\$104,000	\$130,000	\$156,000
	Total				7955	\$39,775	\$79,550	\$119,325	\$159,100	\$198,875	\$238,650
2008P	CF	1068	9		1077	\$5,386	\$10,771	\$16,157	\$21,542	\$26,928	\$32,314
	CM	903	829	1	1733	\$8,665	\$17,330	\$25,994	\$34,659	\$43,324	\$51,989
	TR	5304			5304	\$26,520	\$53,040	\$79,560	\$106,080	\$132,600	\$159,120
	Total				8114	\$40,570	\$81,141	\$121,711	\$162,282	\$202,852	\$243,422
2009P	CF	1089	9	1	1100	\$5,498	\$10,997	\$16,495	\$21,993	\$27,492	\$32,990
	CM	921	846		1767	\$8,833	\$17,666	\$26,499	\$35,332	\$44,165	\$52,998
	TR	5410			5410	\$27,050	\$54,101	\$81,151	\$108,202	\$135,252	\$162,302
	Total				8276	\$41,382	\$82,763	\$124,145	\$165,527	\$206,909	\$248,290

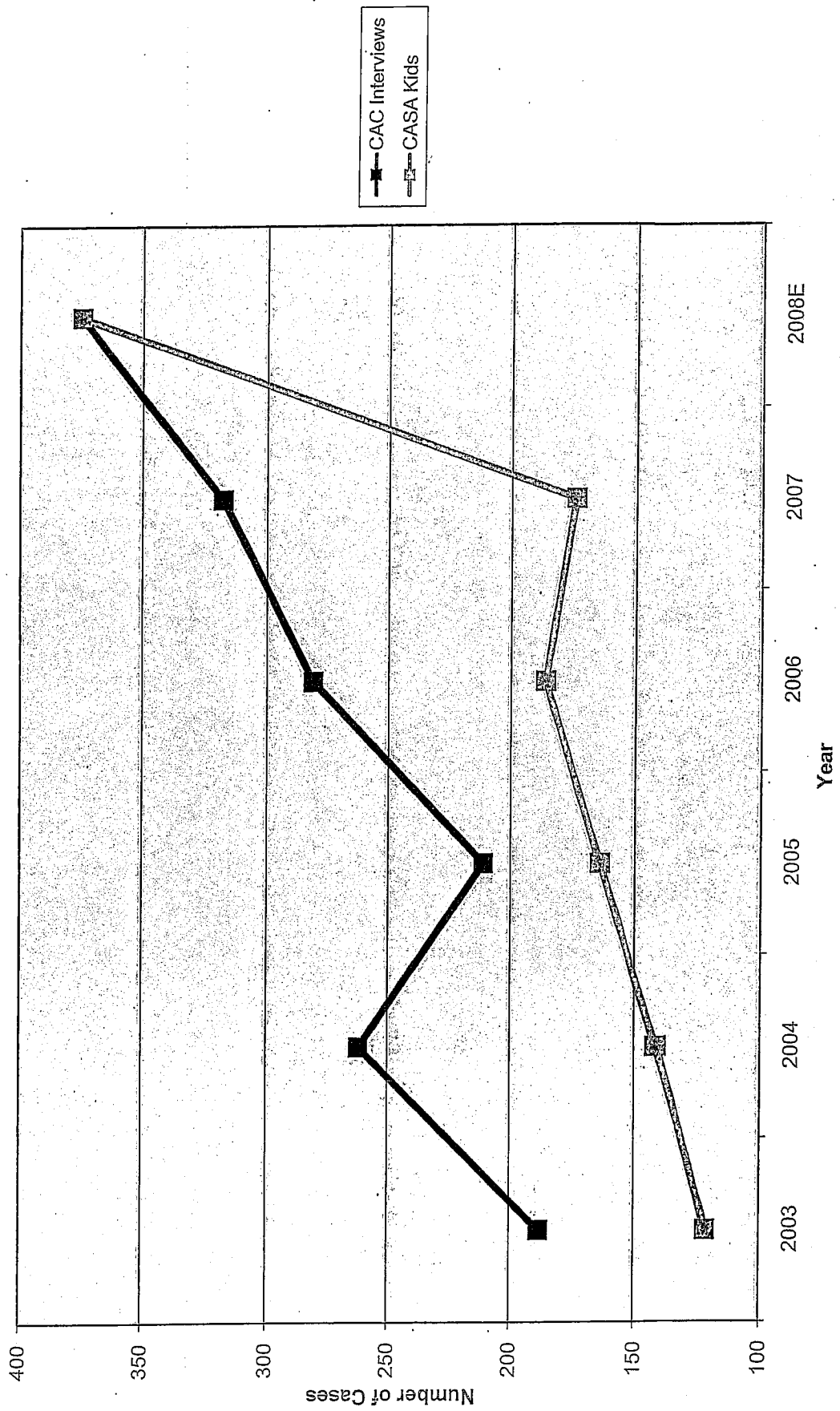
CAC Funding Sources



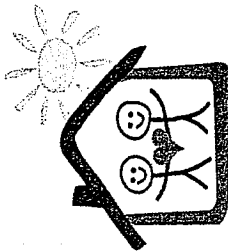
CAC Budget



CAC Activity




McLean County Children's Advocacy Center Monthly Statistics, December, 2007



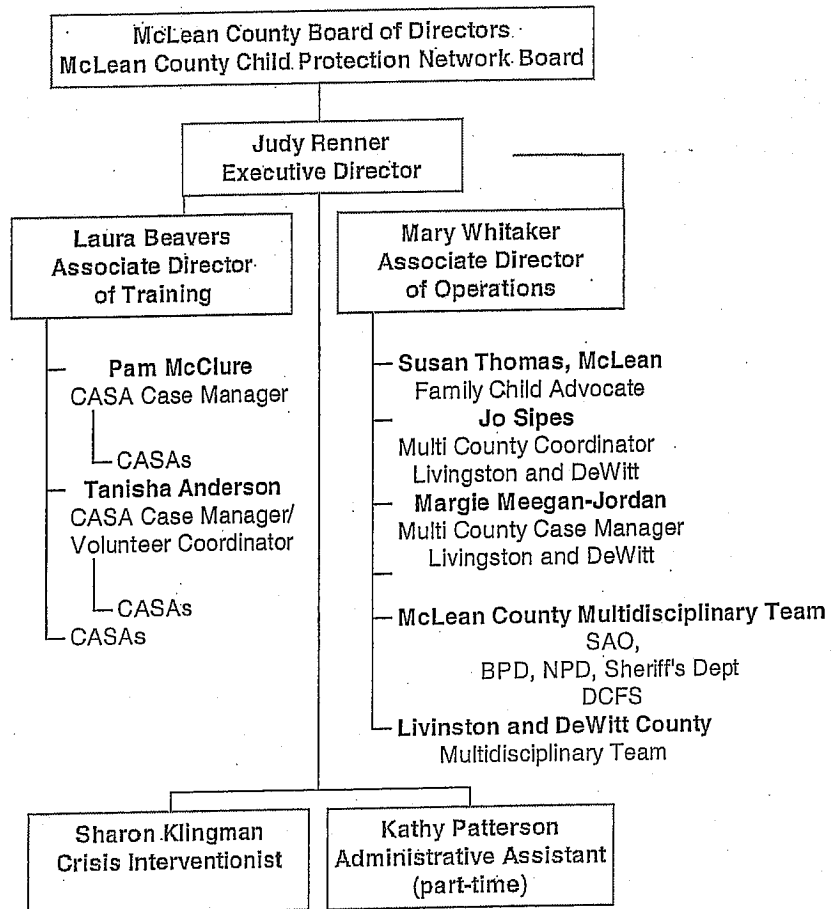
2006 INTERVIEWS VIC/OTHER/TOT INT.	1ST. INTERVIEW 2007 MONTH/YTD	JUV. SUSPECT INTERVIEW 2007	SIB/WITNESS INTERVIEW 2007	2ND INTERVIEW 2007	OUT OF COUNTY INTERVIEW 2007	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
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JANUARY	14/6/20	2	1	0	3	22	22
FEBRUARY	20/8/28	2	0	0	0	42	64
MARCH	24/4/28	1	8	3	1	32	96
APRIL	8/4/12	0	5	0	2	18	114
MAY	16/14/30	0	6	0	0	33	147
JUNE	21/11/32	1	4	1	1	24	171
JULY	29/11/40	0	0	0	1	16	187
AUGUST	19/9/28	4	3	0	1	29	216
SEPTEMBER	13/4/17	0	6	0	0	22	238
OCTOBER	13/2/15	0	2	0	0	33	271
NOVEMBER	8/5/13	1	6	1	0	17	288
DECEMBER	15/3/18	0	6	2	1	30	318
YEAR TO DATE TOTALS	200/81/281	11	47	7	10	318	318
2007 YEAR END	243/75/318 13% INCREASE						

CASA Monthly Statistics FY07

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	6	2	14	134	2	62	284.25	in progress	7	19
February	2	0	19	135	1	63	382	in progress	5	13
March	0	1	24	135	0	63	335.1	in progress	13	17
April	12	5	10	142	6	65	609.6	8	14	25
May	7	9	9	140	5	64	289.5	0	10	31
June	5	4	7	141	4	61	238	in progress	13	26
July	2	2	3	141	1	50	232.5	in progress	11	26
August	1	4	8	139	1	50	260	2	9	21
September	1	3	8	137	1	51	257	0	7	19
October	0	7	4	130	0	49	305	in progress	9	30
November	2	0	4	132	3	49	416.25	3	12	13
December	0	4	7	128	0	52	289	0	7	20
YTD Totals	38	41	7	174	24	65	3898.2	13	117	260

McLean County Child Protection Network, Organizational Chart



Public Act 095-0103

Public Act 095-0103

HB1391 Enrolled

LRB095 08781 HLH 31614 b

AN ACT concerning local government.

Be it enacted by the People of the State of Illinois,
represented in the General Assembly:

Section 5. The Counties Code is amended by changing Section 5-1101 as follows:

(55 ILCS 5/5-1101) (from Ch. 34, par. 5-1101)

Sec. 5-1101. Additional fees to finance court system. A county board may enact by ordinance or resolution the following fees:

(a) A \$5 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for violation of the Illinois Vehicle Code other than Section 11-501 or violations of similar provisions contained in county or municipal ordinances committed in the county, and up to a \$30 fee to be paid by the defendant on a judgment of guilty or a grant of supervision for violation of Section 11-501 of the Illinois Vehicle Code or a violation of a similar provision contained in county or municipal ordinances committed in the county.

(b) In the case of a county having a population of 1,000,000 or less, a \$5 fee to be collected in all civil cases by the clerk of the circuit court.

(c) A fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections, as follows:

- (1) for a felony, \$50;
- (2) for a class A misdemeanor, \$25;
- (3) for a class B or class C misdemeanor, \$15;
- (4) for a petty offense, \$10;
- (5) for a business offense, \$10.

(d) A \$100 fee for the second and subsequent violations of Section 11-501 of the Illinois Vehicle Code or violations of similar provisions contained in county or municipal ordinances committed in the county. The proceeds of this fee shall be placed in the county general fund and used to finance education programs related to driving under the influence of alcohol or drugs.

(d-5) A \$10 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections to be placed in the county general fund and used to finance the county mental health court, the county drug court, or both.

(e) In each county in which a teen court, peer court, peer jury, youth court, or other youth diversion program has been created, a county may adopt a mandatory fee of up to \$5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of a teen court, peer court, peer jury, youth court, or other youth diversion program. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the teen court, peer court, peer jury, youth court, or other youth diversion program monthly, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:

(1) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision for violation of the Illinois Vehicle Code or violations of similar provisions contained in county or municipal ordinances committed in the county;

(2) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

(f) In each county in which a drug court has been created, the county may adopt a mandatory fee of up to \$5 to be assessed as provided in this subsection. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the drug court, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fees are to be paid as follows:


(1) a fee of up to \$5 paid by the defendant on a judgment of guilty or grant of supervision for a violation of the Illinois Vehicle Code or a violation of a similar provision contained in a county or municipal ordinance committed in the county; or

(2) a fee of up to \$5 paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense.

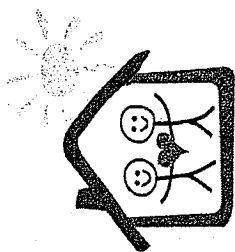
The clerk of the circuit court shall deposit the 5% retained under this subsection into the Circuit Court Clerk Operation and Administrative Fund to be used to defray the costs of collection and disbursement of the drug court fee.

(f-5) In each county in which a Children's Advocacy Center provides services, the county board may adopt a mandatory fee of between \$5 and \$30 to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections for a felony; for a Class A, Class B, or Class C misdemeanor; for a petty offense; and for a business offense. Assessments shall be collected by the clerk of the circuit court and must be deposited into an account specifically for the operation and administration of the Children's Advocacy Center. The clerk of the circuit court shall collect the fees as provided in this subsection, and must

CASA Monthly Statistics FY08

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	0	5	11	112	0	60	245	in progress	10	19
February	5	9	19	108	1	60	202	in progress	9	16
March								6		
April										
May										
June										
July										
August										
September										
October										
November										
December										
YTD Totals	5	14	11	112	1	63	447	6	19	35

McLean County Children's Advocacy Center Monthly Statistics,
February, 2008



2007 INTERVIEWS VIC/OTHER/TOT INT.	1ST. INTERVIEW 2008 MONTH/YTD	JUV. SUSPECT INTERVIEW 2008	SIB/WITNESS INTERVIEW 2008	2ND INTERVIEW 2008	OUT OF COUNTY INTERVIEW 2008	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	16/6/22	10	0	0	1	11	11
FEBRUARY	40/2/42	22/32	4	1	1	28	39
MARCH	19/13/42						
APRIL	11/7/18						
MAY	27/6/33						
JUNE	17/7/24						
JULY	15/1/16						
AUGUST	21/8/29						
SEPTEMBER	16/6/22						
OCTOBER	31/2/33						
NOVEMBER	9/8/17						
DECEMBER	21/9/30						
YEAR TO DATE TOTALS	243/75/318						
2007 YEAR END	243/75/318	22/32	0	4	1	39	39
	13% INCREASE OVER 2006				2		